



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

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No 17] NEW DELHI, SATURDAY, APRIL 23, 1966/VAISAKHA 3, 1888

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 7 अप्रैल, 1966 तक प्रकाशित किए गये।

The undermentioned Gazettes of India Extraordinary were published up to the 7th April 1966: —

Issue No.	No. and Date	Issued by	Subject
105	S.O. 1141, dated 6th April, 1966.	Delimitation Commission	Further amending Order No. 1, dated 20th March, 1963.
106	S.O. 1142, dated 6th April, 1966.	Do.	Further amending Order No. dated 24th August, 1963.
107	S.O. 1143, dated 7th April, 1966.	Ministry of Commerce	Appointment of certain person as members of the Tea Board.

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केंद्र शासकत्वों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF HOME AFFAIRS

New Delhi, the 11th April 1966

S.O. 1205.—In pursuance of sub-rule (2) of Rule 3 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby directs that the work-charged personnel of the Mangalore Harbour Project and the Tuticorin Harbour Project shall be excluded from the operation of all of those Rules.

[No. 7/1/66-Ests.(A).]

New Delhi, the 12th April 1966

S.O. 1206.—In pursuance of clause (1) of the proviso to sub-section (1) of Section 60 of the Code of Civil Procedure, 1908 (5 of 1908), the Central Government hereby directs that the following further amendment shall be made in the late Home Department notification No. 186/37-Judicial, dated the 2nd October, 1940, namely:—

In the said notification, after entry "(8)", the following entry shall be added, namely:—

“(9) all amounts paid by way of reimbursement of medical expenses.”

[No. 54/2/66-Ests(A)]

HARISH CHANDRA, Under Secy.

New Delhi, the 14th April 1966

S.O. 1207.—In exercise of the powers conferred by Section 3 of the Commission of Inquiry Act, 1952, (60 of 1952), the Central Government hereby makes the following amendment in the Notification of the Government of India in the Ministry of Home Affairs No. S.O. 1104, dated the 29th March, 1965, as subsequently amended, namely:—

In the said notification;

(i) in the paragraph relating to the composition of the Commission, the following item and entries shall be omitted, namely:—

“(5) Shri K. L. Rathee, Vice-Chairman, Delhi Development Authority”;

(ii) in paragraph 4, for the figures, letters and word “1st October, 1965”, the figures, letters and word “31st July, 1966” shall be substituted.

[No. 1/3/65-Delhi.]

By order and in the name of the President of India.

HARI SHARMA, Secy.

New Delhi, the 18th April 1966

S.O. 1208.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and other Instruments) Rules, 1958, published with the notification of the Government of India in the Ministry of Home Affairs No. S.O. 2297, dated the 3rd November, 1958, namely:—

1. (1) These rules may be called the Authentication (Orders and other Instruments) Fourth Amendment Rules, 1966.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 2 of the Authentication (Orders and other Instruments) Rules, 1958, after Clause (af), the following Clause shall be inserted, namely:—

“(ag) in the case of orders and other instruments relating to Ministry of Health and Family Planning (Department of Family Planning), by the Director (Administration) or Deputy Director (Administration)—Family Planning—in the Directorate General of Health Services”.

[No. 31/3/66-Pub. I.]

FATEH SINGH, Jt. Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 7th April 1966

S.O. 1209.—Statement of the Affairs of the Reserve Bank of India as on the 1st April 1966.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid up	5,00,00,000	Notes	19,77,18,000
		Rupee Coin	5,42,000
Reserve Fund	80,00,00,000	Small Coin	4,18,000
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	118,57,83,000
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances Held Abroad*	10,20,65,000
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	Investments**	178,95,00,000
		Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments (2)	193,60,98,000

LIABILITIES	Rs.	ASSETS	Rs.
Deposits :—		Loans and advances to :—	
(a) Government :—		(i) Scheduled Banks†	80,70,86,000
		(ii) State Co-operative Banks††	145,60,01,000
		(iii) Others	3,93,70,000
(i) Central Government	142,01,70,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(ii) State Governments	21,44,75,000	(a) Loans and Advances to :—	
		(i) State Governments	29,41,50,000
		(ii) State Co-operative Banks	11,70,58,000
		(iii) Central Land Mortgage Banks	..
(b) Banks :—		(b) Investment in Central Land Mortgage Bank Debentures	5,47,77,000
(i) Scheduled Banks	108,66,54,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
(ii) State Co-operative Banks	7,11,25,000	Loans and Advances to State Co-operative Banks	..
(iii) Other Banks	1,28,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
(c) Others	193,96,36,000	(a) Loans and Advances to the Development Bank	3,08,87,000
Bills Payable	63,92,56,000	(b) Investment in bonds/debentures issued by the Development Bank	..
Other Liabilities	99,32,24,000	Other Assets	45,32,15,000
Rupees	846,46,68,000	Rupees	846,46,68,000

*Includes Cash and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 56,54,81,000 advanced to scheduled banks against usance bills under section 17(4)(c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Stabilisation) Fund.

Dated the 6th day of April, 1966.

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 1st day of April 1966

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	19,77,18,000		Gold Coin and Bullion :—		
Notes in Circulation	2905,01,21,000		(a) Held in India	115,89,25,000	
Total Notes issued		2924,78,39,000	(b) Held outside India	..	
			Foreign Securities	100,05,24,000	
			TOTAL		215,94,49,000
			Rupee Coin		92,56,65,000
			Government of India Rupee Securities		2616,27,25,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2924,78,39,000	TOTAL ASSETS		2924,78,39,000

Dated the 6th day of April, 1966.

M. R. BHIDE,
Dy. Governor.
[No. F. 3(2)-BC/66.]

New Delhi, the 15th April 1966

S.O. 1219.—Statement of the Affairs of the Reserve Bank of India as on the 8th April, 1966

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid up	5,00,00,000	Notes	18,66,39,000
		Rupee Coin	4,43,000
Reserve Fund	80,00,00,000	Small Coin	4,40,000
National Agricultural Credit (Long Term Operations) Fund	100,00,00,000	Bills Purchased and Discounted:	
		(a) Internal	..
		(b) External	..
		(c) Government Treasury Bills	125,97,44,000
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	Balances Held Abroad*	28,04,50,000
National Industrial Credit (Long Term Operations) Fund	15,00,00,000	Investments**	158,76,21,000
		Loans and Advances to —	
		(i) Central Government	..
		(ii) State Governments &	233,04,80,000

Deposits :—

(a) Government

(i) Central Government

90,74,64,000

(ii) State Governments

19,41,06,000

(b) Banks —

(i) Scheduled Banks

106,99,25,000

(ii) State Co-operative Banks

8,95,51,000

(iii) Other Banks

2,87,000

(c) Others

282,55,72,000

Bills Payable

55,33,05,000

Other Liabilities

95,87,78,000

Rupees

869,89,88,000

Loans and Advances to :—

(i) Scheduled Banks†

68,09,06,000

(ii) State Co-operative Banks††

138,59,74,000

(iii) Others

3,10,95,000

Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—

(a) Loans and Advances to :—

(i) State Governments

29,41,49,000

(ii) State Co-operative Banks

11,59,52,000

(iii) Central Land Mortgage Banks

..

(b) Investment in Central Land Mortgage Bank Debentures

5,47,77,000

Loans and Advances from National Agricultural Credit (Stabilisation) Fund—

Loans and Advances to State Co-operative Banks

Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—

(a) Loans and Advances to the Development Bank

3,08,87,000

(b) Investment in bonds/debentures issued by the Development Bank

Other Assets

45,94,31,000

Rupees

869,89,88,000

*Includes Cash and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Including Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 53,66,76,000 advanced to scheduled banks against usance bills under section 17(4)(e) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 13th day of April, 1966.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 8th day of April, 1966

ISSUE DEPARTMENT

LIABILITIES	Ra.	Ra.	ASSETS	Ra.	Ra.
Notes held in the Banking Department	18,66,39,000		Gold Coin and Bullion :—		
Notes in circulation	2988,05,67,000		(a) Held in India	115,89,25,000	
Total Notes issued		3006,72,06,000	(b) Held outside India		
			Foreign Securities	165,05,24,000	
			TOTAL		280,94,49,000
			Rupee Coin		89,50,28,000
			Government of India Rupee Securities		2636,27,29,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		3006,72,06,000	TOTAL ASSETS		3006,72,06,000

Dated the 13th day of April, 1966 .

B. K. MADAN,

Dy. Governor.

[No. F. 3(3)-BC/66]

R. K. SESHADRI, Director (Banking).

CORRIGENDUM

"In the Statement of Affairs of the Reserve Bank of India, Banking Department as on the 25th February 1966 published on pages 683-684, Part II, Section 3(ii) of the Gazette of India dated the 12th March 1966, the figure shown against the item "Investments" on the Assets side should read as 182,94,77,000.

The figure shown against "Loans and Advances to—(i) Scheduled Banks" on the Assets side should read as 35,84,65,000.

The figure shown against "Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—(ii) State Co-operative Banks" on the Assets side should read as 12,31,64,000."

(Department of Economic Affairs)*New Delhi, the 15th April 1966*

S.O. 1211.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Bari Doab Bank Ltd., Hoshiarpur, in respect of the properties held by it at Premgarh, Hoshiarpur District (Punjab) and at Kotwal, Ferozepur District (Punjab) till the 15th March, 1967.

[No. F. 15(6)-BC/65.]

V. SWAMINATHAN, Under Secy.

(Department of Economic Affairs)**(Office of the Controller of Capital Issues)***New Delhi, the 14th April 1966*

S.O. 1212.—In exercise of the powers conferred by sub-section (I) of Section 6 of the Capital Issues (Control) Act, 1947 (29 of 1947), the Central Government hereby exempts the Industrial Credit and Investment Corporation of India Limited from the provisions of Section 3 and 5 of the said Act in respect of Promissory Notes of the value not exceeding the equivalent of DM 20,000,000 (twenty million Deutsche Marks) executed and delivered by the said Corporation to Kreditanstalt für Wiederaufbau in terms of the Loan Agreement entered into between the said two parties.

[No. R. 166-CCI/66.]

M. K. VENKATACHALAM,
Controller of Capital Issues.

(Department of Revenue & Insurance)**ORDER****STAMPS***New Delhi, the 23rd April 1966*

S.O. 1213.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty with which the bonds to the value of thirty lakhs of rupees to be issued by the Uttar Pradesh Financial Corporation, Kanpur, are chargeable under the said Act.

[No. 9/66-Stamp/F. No. 1/22/66-Cus. VII.]

M. G. VAIDYA, Under Secy.

COLLECTORATE OF CENTRAL EXCISE, HYDERABAD

Amendment dated 26th March, 1966 to Hyderabad Central Excise Collectorate Notification No. 3/61 (Central Excises dated 20th March 1961).

S.O. 1214 For the existing item at Sl. No. 5 and entries relating to the following shall be Substituted.

S. No.	Nature of Powers conferred on Collectors.	Rule Number			Collector's powers to be delegated to
		Powerlooms	V.N. E. Oils	Khandasari	
1	2	3	4	5	6
5	To condone delay in submission of application for removal in forms A.R. 6, A.R. 7 and A.R. 8 and to condone delays in making weekly/monthly/quarterly/annual deposits.	96—K(2)	96—Q(2)	92—C(2)	<p>(a) SUPERINTENDENT FOR CONDONING DELAY NOT EXCEEDING—</p> <p>(i) 2 days in the case of weekly applications and weekly deposits;</p> <p>(ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits; and</p> <p>(iii) 10 days in the case of annual applications and annual deposits.</p> <p>(b) ASSISTANT COLLECTOR if the delay exceeds the limits under (a) above.</p>

M. L. ROUTH,
Collector.

CENTRAL EXCISE COLLECTORATE, DELHI**CENTRAL EXCISES***Delhi, the 11th April 1966*

S.O. 1215.—In this Collectorate Notification C. No. IV(8)3/60, dated 3rd June, 1961, published under S.O. 1318 dated 3rd June, 1961, in part II, Section 3, Sub-section (ii) of the Gazette of India, dated 10th June, 1961, the following amendment shall be made, namely:—

I. Under the powers of Superintendent against Rules 92-C(2), 96-Q(2) and 96-K(2), the existing entries in column 3 shall be substituted by the following entries, namely:—

“To condone delay in submission of applications for removal in form A.R. 6, A.R. 7 and A.R. 8 and to condone delays in making weekly/monthly/quarterly/annual deposits, not exceeding:—

- (i) 2 days in the case of weekly applications and weekly deposits;
- (ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits; and
- (iii) 10 days in the case of annual applications and annual deposits.”

II. Under the powers of Assistant Collector, against Rules 92-C(2), 96-Q(2) and 96-K(2), the existing entries in column 3 shall be substituted by the following entries, namely:—

“To condone delay in submission of applications for removal in form A.R. 6, A.R. 7 and A.R. 8 and to condone delay in making weekly/monthly/quarterly/annual deposits, exceeding:—

- (i) 2 days in the case of weekly applications and weekly deposits;
- (ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits; and
- (iii) 10 days in the case of annual applications and annual deposits.”

[No. 1 of 1966.]

[C. No. IV(8)1CE/66.]

R. PRASAD, Collector.

MINISTRY OF COMMERCE*New Delhi, the 12th April 1966*

S.O. 1216.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Textiles (Production by Powerloom) Control Order, 1956, namely:—

I. This Order may be called the Textile (Production by Powerloom) Control (Amendment) Order, 1966.

II. In clause 6 of the Textiles (Production by Powerloom) Control Order, 1956, the following provisos shall be inserted, namely:—

“Provided that while granting such permission, the Textile Commissioner may charge a fee at the rate of Rs. 100/- (rupees one hundred only) per powerloom:

Provided further that no such fee shall be charged in the case of a change in the location of a powerloom already installed.”

[No. F. 9(22)Tex(C)/65.]

S.O. 1217.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cotton Textile (Control) Order, 1948, namely:—

I. This Order may be called the Cotton Textile Control (Amendment) Order, 1966.

II. In sub-clause (6) of clause 12 of the Cotton Textiles Control Order, 1948, the following provisos shall be inserted, namely:—

“Provided that while granting such permission, the Textile Commissioner may charge a fee at the rate of Rs. 100/- (rupees one hundred only) per powerloom:

Provided further that no such fee shall be charged in the case of a change in the location of a powerloom already installed.”

[No. F: 9(22)/Tex(C)/65.]

N. S. VAIDYANATHAN, Under Secy.

ORDER

New Delhi, the 15th April 1966

S.O. 1218.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Woollen Textiles (Production and Distribution Control) Order, 1962, namely:—

1. This Order may be called the Woollen Textiles (Production and Distribution Control) First Amendment Order, 1966.

2. In clause 10 of the Woollen Textiles (Production and Distribution Control) Order, 1962—

(i) in sub-clause (1), after paragraph (a), the following paragraph shall be inserted, namely:—

“(aa) require any person, in writing, to furnish samples of any article to which this Order applies;”

(ii) in sub-clause (1A) after the words, brackets and letter “required to give any information under paragraph (a)”, the words, brackets and letters “or furnish samples under paragraph (aa)” shall be inserted.

[No. 20(28)/66-TEX.(E).]

A. G. V. SUBRAHMANYAM, Under Secy.

(Office of the Jt. Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDER

New Delhi, the 17th March 1966

S.O. 1219.—Whereas Messrs. General Machine Works, 301, Teliwara, Shahdara Delhi-22 or any bank or any other person have not come forward furnishing sufficient cause, against Notice No. JCCI/I(CLA)/G-11/65/3010 dated 20th January, 1965 proposing to cancel licence Nos. (1) P/SS/1579943/C/XX/20/CD/19-20 dt. 19th April 1965 for import of Centrifugal Switches for Rs. 600/- and (2) P/SS/1538553/C/XX/20/CD/19-20 dt. 16th January 1965 for Rs. 1579/- for the import of Ball Bearings of 1" in Bore granted to said Messrs. General Machine Works, 301, Teliwara Shahdara, Delhi-22 by the Joint Chief Controller of Imports & Exports (Central Licensing Area) New Delhi, Govt. of India, in the Ministry of Commerce in exercise of the powers conferred by the Clause-9 of the Import (Control) Order 1955, hereby cancel the said licence Nos. (1) P/SS/1579943/C and (2) P/SS/1538553/C issued to M/s. General Machine Works, 301, Teliwara, Shahdara Delhi-22.

301, Teliwara,

Shahdara Delhi-22.

[No. JCCI/I(CLA)/G-11/65/3581.]

S. K. SEN,

Jt. Chief Controller of Imports & Exports.

MINISTRY OF MINES AND METALS

ERRATA

New Delhi, the 11th April 1966

S.O. 1220.—In the Notification of the Government of India, in the Ministry of Mines and Metals, S.O. No. 421 dated the 29th January, 1966, published in Part II,

Section 3, Sub-Section (ii) of the Gazette of India dated the 5th February, 1966 at pages 367 to 372:—

At page 368:

In the Schedule under the Column headed "Village" for "Anandpur" read "Anandapur".

At page 369:

- (i) In lines 5 and 6, for "48 to 197" read "148 to 197".
- (ii) In line 31, for "658(P) to 929" read "658 to 929".
- (iii) In line 49, for "2643" read "2643(P)".

At page 370:

- (i) In line 9, for "819(P)" read "919(P)".
- (ii) In line 10, for "240" read "2402".
- (iii) In line 11, for "25 7(P)" read "2557(P)".
- (iv) In line 22, for "127" read "1257".

At page 371:

- (i) In line 3, for "23(P)" read "234(P)".
- (ii) In line 4, for "79 to 299" read "279 to 299".
- (iii) In line 8, for "Fagannathdi" read "Jagannathdi".
- (iv) In line 20, for "(P)" read "82(P)".
- (v) In line 40, for "Vig es" read "villages".
- (vi) In line 42, for "15" read "115".
- (vii) In line 44, for "38" read "35".
- (viii) In line 53, for "2641" read "2621".
- (ix) In line 60, for "113" read "1, 13".

[No. C2-24(1)/66.]

S.O. 1221.—In the notification of the Government of India, in the Ministry of Mines and Metals, S.O. No. 420 dated the 29th January, 1966, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 5th February, 1966, at pages 365—367:—

At page 366, in the Schedule, under the Column headed "Thana" for "Gangajalghati" read "Saltora".

[No. C2-24(1)/66.]

RAM SAHAY, Under Secy.

MINISTRY OF IRON AND STEEL

New Delhi, the 14th April 1966

S.O. 1222.—The following notification No. ESS/COMM/Iron and Steel-15(1) and 27(1) dated 14th April, 1966, issued by the Iron and Steel Controller under Sub-clause (1) of Clause 15 and Sub-clause (1) of Clause 27 of the Iron and Steel (Control) Order, 1956 is published in Part II, Section 3(ii) of the Gazette of India dated 23rd April, 1966, for general information.

"NOTIFICATION"

In exercise of the powers conferred by Sub-clause (1) of Clause 15 and Sub-clause 1 of Clause 27 of the Iron and Steel (Control) Order, 1956 as amended from time to time and with the approval of the Central Government, the Iron and Steel Controller hereby notifies the following amendment to the extras as per Appendix I notified under Ministry of Steel, Mines and Fuel, New Delhi notification No. S.O. 2249-ESS, COMM/Iron and Steel-15(1) and 27(1) dated 18th October, 1958, published in Part II, Section 3(ii) of the Gazette of India dated 1st November, 1958, as amended from time to time. The extras mentioned in the notification dated 1st November, 1958, as amended from time to time, which are not being superseded now will remain in force as before.

Amendment

APPENDIX I—Extras List.

(A) SCHEDULE OF EXTRAS

1. Electric Furnace Steel Extra	Rs. 80/- per tonne.
2. Bottom Pouring extra	Rs. 46/- per tonne.
3. Special Discard extra. . . . .	..

Special discard at primary mill stage	20% from top, 5% from bottom	33-1/3% top, 5% from bottom	40% from top, 5% from bottom
Special discard extra as % of (base price + other extras for method of manufacture and analysis)	7.5%	15%	22.5%

4. Chemical Analysis:

4.1 Carbon extra

% C. max specified in the LSA.		Semis	Plates	Sheets
		Carbon extra in Rs./tonne		
Less than	0.10 max	By negotiation		
	0.10 max	27	27	27
	0.15 max	Nil	Nil	Nil
	0.20 max	Nil	Nil	17
	0.25 max	Nil	Nil	17
	0.30 max	31	45	45
	0.35 below 40%	34	47	50

Any Carbon range narrower than 10 points (inclusive of limits) will attract an additional extra at the rate of Rs. 2 per tonne per point of restriction.

Wherever the maximum of the carbon range specified or implied falls between two maxima specified in the table, the higher carbon maximum will determine the applicable extra.

Wherever a maximum carbon content is specified in the check analysis, that LSA maximum will be taken to be 0.03 per cent lower than that specified in the check analysis for the purpose of assessing the applicable extra.

4.2. Manganese extra.

Percentage manganese maximum in the LSA.	Manga extra Rs./tonne
Over 0.70 to 1.00	13.00
Over 1.00 to 1.20	33.00
Over 1.20 to 1.50	53.00

Any manganese range narrower than twenty points when the maximum of the range is not over 1.00 per cent and narrower than thirty points when the maximum of the range is over 1.00 per cent will attract an extra at the rate to be negotiated between the producer and the buyer.

4.3. Sulphur and Phosphorus extra.

(a) For Steels made other than in Electric Furnace:

% P. max. Specified in the LSA	% S. max. Specified in the LSA					
	0.060	0.050	0.045	0.040	0.035	0.030
	Extra in Rs./tonne					
0.060	0	5	8	14	37	64
0.050	4	7	9	16	43	71
0.045	6	8	11	19	48	78
0.040	8	10	12	21	53	85
0.035	9	11	13	23	56	92
0.030	11	13	15	26	61	98

(b) For Steels made in the Electric Furnace:

% P max. specified in the LSA	% S max. specified in the LSA					
	0.060	0.050	0.045	0.040	0.035	0.030
	extra in Rs./tonne					
0.060	Nil ¹	Nil	Nil	Nil	11	35
0.050	Nil ¹	Nil	Nil	Nil	18	42
0.045	Nil	Nil	Nil	Nil	22	49
0.040	Nil	Nil	Nil	Nil	27	56
0.035	Nil	Nil	Nil	Nil	32	63
0.030	Nil	Nil	Nil	Nil	37	70

If the sulphur and phosphorus max. are specified for check analysis the extra for the next step lower by 0.005 per cent is to be levied.

When sulphur and phosphorus levels specified fall in between the steps shown in the above schedule, the extra applicable for the lower step is to be levied.

When the combined maximum of sulphur and phosphorus is specified in addition to the individual maximum of each of these two elements, then the extra for half of the combined maximum stipulated or the extra for the individual elements stipulated, whichever in higher will be levied.

4.4 Killed steel extra.

	Extra in Rs./tonne
Si or Al killing	60.00
Al-Si killing	110.00

4.5 Rimming Steel extra

Rs. 50/- per tonne

4.6 Copper extra

% Cu max. in the LSA	Copper extra Rs./tonne
Upto 0.35	35.00
Over 0.35 to 0.50	65.00

Whenever only the maximum copper is specified, then 0.15 per cent is to be added to the 20 per cent Cu. specified to arrive at the maximum limit of copper for the purpose of assessing the applicable extra.

5. Physical Properties.

5.1. Tensile extra for restricted carbon content

Max. tensile strength specified in Kgf/mm ²	Percentage carbon maximum in the LSA						Rs./tonne.
	0.16	0.18	0.20	0.22	0.25	0.28	
36 . . .	13	..	..	..	..	..	..
38 . . .	20	..	..	..	..	..	..
40 . . .	26	..	..	..	..	..	..
42 . . .	33	13	..	..	..	..	..
44 . . .	40	20	..	..	..	..	..
46 . . .	46	26	..	..	..	..	..
48 . . .	53	33	13	13	..	..	..
50 . . .	*	40	20	20	..	..	..
52 . . .	*	46	26	26	..	..	..
54 . . .	*	53	33	33	..	..	..

*These extras are to be negotiated between the producer and the buyer.

Where tensile extra for restricted carbon is derived from the above table, manganese extra will not be applicable in addition.

When a range of carbon and or tensile is specified, the maximum limits of carbon and tensile will determine the applicable extra.

When a minimum tensile is specified, 12 Kgf/mm² is to be added to the specified tensile to assess the applicable extra.

When the maximum of the carbon range falls in between the steps shown in the above schedule, the extra applicable for the lower step is to be levied. Similarly, whenever intermediate tensile levels are specified the higher step of tensile in the table will determine the applicable extra.

Wherever a maximum carbon content is specified in the check analysis the LSA (max) will be taken to be 0.03 per cent lower than the specified in the check analysis, for the purpose of assessing the applicable extra.

For restriction of every one point in tensile range (in kgf/mm²) below 12 kgf/mm² an extra of Rs. 3 per tonne is applicable.

5.2. High Tensile extra:

(b) High Tensile extra for Sheets:

Max. tensile specified in kgf/mm ² .			
38 to 42	Over 42 to 46	Over 46 to 50	Over 50 to 54
Tensile extra in Rs./tonne			
24	64	71	72

When carbon and tensile are both specified either the carbon extra or high tensile extra whichever is higher will determine the applicable extra.

When a range of tensile is specified, the maximum limit of tensile range will determine the applicable extra.

When a minimum tensile alone is specified, 12 kgf/mm² is to be added to the specified tensile to assess the applicable extra.

When the maximum of the tensile range specified falls in between the steps shown in the above schedules, the extra applicable for the higher step is to be levied.

For restriction of every one point in tensile range (in kgf/mm²) below 12 kgf/mm², an extra of Rs. 3/- per tonne is applicable.

5.3. Percentage Elongation extra:

Percentage elongation specified in excess of the normal percentage elongation	Extra Rs./tonne
Upto 3%	4
Over 3% upto 5%	8
Over 5%	16

The percentage elongation normally allowed for various tensile ranges is given below:—

Tensile strength	% elongation normally allowed	
	Plates	H.R. Sheets
Below 38 kgf/mm ²	25%	18%
Above 38 below 42 kgf/mm ²	24%	16%
Above 42 below 46 kgf/mm ²	23%	15%
Above 46 below 50 kgf/mm ²	22%	14%
Above 50 below 54 kgf/mm ²	21%	13%

5.4 Grain Size Control	Rs. 15/- per tonne.
6.0 Surface Conditioning extra	
6.1 Chipping extra	Rs. 15/- per tonne.
6.2 Cold Scarfing extra.	Rs. 30/- per tonne.
6.4 Cold Skinning extra	Rs. 45/- per tonne.
6.4(a) Hot Scarfing extra.	Rs. 35/- per tonne.
6.5 Hot Skinning/Hot Descaming extra.	Rs. 50/- per tonne.

7. Finishing Extras:

(A) Finishing extras for Plates:

7.1 Cold flattening extra	Rs. 10/- per tonne.
7.2 Normalising extra.	Rs. 30/- per tonne.
7.3 Gas Cutting extra.	Rs. 46.50 per tonne.

(Over 25 mm. for all thicknesses)

(B) FINISHING EXTRAS FOR SHEETS:

7.4. Stretcher levelling/flattening extra (including end-shearing)—Rs. 38 per tonne.

7.5. Packing extra:

Envelope weight	Packing extra Rs./tonne.
1 tonne envelope	66.00
2 tonne envelope	33.00
3 tonne envelope	22.00

These extra are for standard packing approved by JPC. Extras for any other special packing will have to be negotiated.

(C) FINISHING EXTRA FOR ALL CATEGORIES INCLUDING PLATES AND SHEETS

7.6 Laying out extra (for independent inspection Rs. 10/- per tonne.

This extra is to be charged only when independent inspection is involved. Actual charges for independent inspection will be in addition to the above.

7.7. Re-shearing to tolerances closer than 10 mm—Rs. 32 per tonne.

7.8. Close tolerance extra.

Percentage of base rolling tolerances	Close tolerance extra (for all categories in- cluding plates and sheets).
	Rs/tonne.
Over 90%	Nil.
Over 75% upto and including 90%	5
Over 50% upto and including 75%	9
Over 30% upto and including 50%	17
30% and below.	20

8. Tests:

8.1 Tensile and Bend Test extra:

A. For products other than Sheets.

	Tensile Test extra Rs/tonne	Bend Test extra Rs/tonne.
One test per 20 tonnes	0.70	..
One test per 15 tonnes	1.40	..
One test per 10 tonnes	2.10	..
One test per 5 tonnes	2.80	1.40
One test per plate	4.20	2.10
One test per each end of plate	5.60	2.80
One test per slab	5.60	2.80
One test per bloom	5.60	3.50
One test per bar	6.30	4.90

B. For Sheets.

One test per 25 tonnes	0.70	..
One test per 10 tonnes	1.40	..
One test per 5 tonnes	3.50	1.40
Two tests per 5 tonnes	7.00	2.80

8.2 Temper Bend test extra.

	Bend test extra Rs./ tonne.
One test per 10 tonnes	1.40
One test per 5 tonnes	2.80
One test per plate	4.20
One test per each end of plate	5.30
One test per bar	7.00

8.3 Homogeneity test extra.

One test per 10 tonnes	1.05
One test per 5 tonnes	2.10
One test per plate	3.15
One test per each end of plate	4.20
One test per bar	4.90

8.4 Impact test extra at OoC

Rs. 35.00 per test or
Rs. 1.40 per tonne whichever is
lower.

8.5 Weldability test extra

Rs. 35.00 per test or
Rs. 1.40 per tonne whichever is
lower.

8·6 Hardness test extra.	Rs. 7·70 per tonne
8·7. Erichsen test extra	Rs. 17·50 per test or Rs. 0·70 per tonne whichever is lower.
8·8 Strain-aging test extra.	Rs. 35·00 per test or Rs. 1·40 per tonne whichever is lower.
8·9 Metallographic test extra.	Rs./test
(a) Macro etch test	7·00
(b) Micro etch test	10·50
(c) Sulphur print test	7·00
(d) Hot etch test	7·00
(e) Mc Quid Ehn test.	10·50
8·10 Proof Stress extra.	14·00
8·11 Resilience test extra.	10·50
8·12 Drift test extra.	3·50
8·13 Dump test extra.	1·40

This is not to be levied in addition, in respect of forging quality, up-ending quality, cold forging quality/cold heading quality unless more than one test per heat is required by the customer/specification.

8·14 Compression/Shear/Torsion test.

One test per 10 tonnes and over. Rs. 1·40 per test.

(B)

9. Flanging/channelling/pressing quality extra.

Flanging/channelling/pressing quality extra.				
% S & P max, each specified in the L S A	Hot forming		Cold forming.	
	For steels made in the electric arc furnace	For steel other than those made in the electric arc furnace.	For steels made in the electric arc furnace	For steels, other than those made in the electric arc furnace
	Rs/tonne	Rs/tonne	Rs/tonne	Rs/tonne.
0·035	21·50	21·50	21·50	21·50
0·040	21·50	21·50	67·50	71·50
0·045	21·50	21·50	67·50	86·50
0·050	21·50	26·50	67·50	91·50
0·060	21·50	36·50	67·50	101·50

All applicable fundamental extras except that for surface conditioning, but including extras for sulphur, phosphorus and electric furnace steel, will be additive to the above.

Where only flanging quality is specified, the extra applicable for hot flanging only will be charged and materials supplied accordingly.

10. Dead soft quality extra.

Where steel is required to be supplied in dead soft quality implying a low carbon content of not less than 0·10 per cent max (LSA) carbon, the applicable carbon extra viz., Rs. 38·00 per tonne will be charged. This extra is also chargeable when steel is ordered stipulating a tensile strength of 44·1 Kgf/mm² or lower implying a carbon content of not less than 0·10 per cent max (in the LSA). All applicable fundamental extras except that for carbon, will be additive to the above.

11. Impact proof quality extra—Rs. 100·00 per tonne.

All applicable fundamental extras except those for surface conditioning and grain-size control will be additive to the above.

12. Extras for coiling, bundling, controlled cooling, bending, slitting etc.

- | | |
|---|---------------------|
| (i) Bundling with Wire (other than P/41) | Rs. 5·00 per tonne |
| (ii) Packing P/41 as laid down by Railways | Rs. 1·00 per tonne |
| (iii) Slitting extra for coils wider than 325 mm. | Rs. 20·00 per tonne |
| (iv) Deoxidation extra for Sheets. | Rs. 7·00 per tonne. |

This notification will come in force w.e.f. the date of its publication in the Gazette of India.

NAGENDRA BHADUR,
Iron and Steel Controller".

[No. ESS/COMM/Iron and Steel 15((1) & 27(1).]

P. P. CAPRIHAN, Dy. Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 12th April 1966

S.O. 1223.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto,

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intension to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta—17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Addendum

STATE: West Bengal

DIST: Burdwan

THANA: Memari.

Village	Survey Nos. (Plot Nos.)	Extent (Area).	Survey Nos. (Plot Nos.)	Extent (Area).
DADPUR JL. No. 44. .	446	·01		
	481	·14		
	482	·03		
	486	·04		
	487	·01		
	496	·20		
	499	·02		

[No. 31(33)/63-ONG/OR.Vol. 13.]

V. P. AGARWAL, Under Secy.

(Department of Petroleum)**ORDERS***New Delhi, the 14th April 1966*

S.O. 1224.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Kerosene, the Government of the State of Maharashtra may, without the previous approval of the Central Government, issue directions to the Officer-in-Charge of any main port installation (belonging to any oil distributing Company) situated within its local limits, for the equitable distribution of kerosene within the State upto a maximum of 2000 tonnes per month from out of the stocks actually held in the installation immediately before the issue of such directions.

[No. F. 31(2)/66-IOC(I).]

S.O. 1225.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Kerosene, the Government of the State of West Bengal may, without the previous approval of the Central Government, issue directions to the Officer-in-Charge of any main port installation (belonging to any oil distributing Company) situated within its local limits, for the equitable distribution of kerosene within the State upto a maximum of 1250 tonnes per month from out of the stocks actually held in the installation immediately before the issue of such directions.

[No. F. 31(2)/66-IOC(II).]

S.O. 1226.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Kerosene, the Government of the State of Madras may, without the previous approval of the Central Government, issue directions to the Officer-in-Charge of any main port installation (belonging to any oil distributing Company) situated within its local limits, for the equitable distribution of kerosene within the State upto a maximum of 1250 tonnes per month from out of the stocks actually held in the installation immediately before the issue of such directions.

[No. F. 31(2)/66-IOC(III).]

S.O. 1227.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Kerosene, the Government of the State of Kerala may, without the previous approval of the Central Government, issue directions to the Officer-in-Charge of any main port installation (belonging to any oil distributing Company) situated within its local limits, for the equitable distribution of kerosene within the State upto a maximum of 500 tonnes per month from out of the stocks actually held in the installation immediately before the issue of such directions.

[No. F. 31(2)/66-IOC(IV).]

S.O. 1228.—In pursuance of the second proviso to sub-paragraph (2) of paragraph 3 of the Petroleum Products (Supply and Distribution) Order, 1966, the Central Government specifies that in the case of Kerosene, the Government of the State of Andhra Pradesh may, without the previous approval of the Central Government, issue directions to the Officer-in-Charge of any main port installation (belonging to any oil distributing Company) situated within its local limits, for the equitable distribution of kerosene within the State upto a maximum of 625 tonnes per month from out of the stocks actually held in the installation immediately before the issue of such directions.

[No. F. 31(2)/66-IOC(V).]

P. P. GUPTA, Under Secy.

DEPARTMENT OF COMMUNICATIONS**(P. & T. Board)***New Delhi, the 7th April 1966*

S.O. 1229.—In modification of Government of India, Department of Communication (P. & T. Board) Gazette Notification No. dated 28th March, 1966, and in

pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies the 16th April, 1966, as the date on which the Measured Rate System will be introduced in Raichur Telephone Exchange (instead of 31st March, 1966 as previously notified).

[No. 5-21/66-PHB.]

New Delhi, the 12th April 1966

S.O. 1230.—In pursuance of para (a) of Section III of Rules 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1st May, 1966, as the date on which the Measured Rate System will be introduced in Nagercoil Telephone Exchange.

[No. 5-25/66-PHB.]

D. R. BAHL,

Asstt. Director General (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 7 अप्रैल, 1966

स्थायी आदेश क्रमसंख्या 1231—स्थायी आदेश क्रमसंख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने रायचूर टेलीफोन केन्द्र में 16 अप्रैल, 1966 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है और 31 मार्च, 1966 से नहीं जसा कि पहले अधिसूचित किया गया था।

[सं० 5-21/66-पी० एच० बी०]

नई दिल्ली, 12 अप्रैल, 1966

स्थायी आदेश क्रमसंख्या 1232—स्थायी आदेश क्रमसंख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड II के पैरा (क) के अनुसार डाक-तार महानिदेशक ने नागरकोइल टेलीफोन केन्द्र में 1 मई, 1966 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-25/66-पी० एच० बी०]

डी० आर० बहल,

सहायक महानिदेशक (पी०एच०बी०)

MINISTRY OF WORKS, HOUSING AND URBAN DEVELOPMENT

New Delhi, the 15th April 1966

S.O. 1233.—In exercise of the powers conferred by sub-section (1) read with clause (g) of sub-section (3), of section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby appoints Shri Savitri Prasada, Joint Secretary, Ministry of Works, Housing and Urban Development, as a member of the

Delhi Development Authority in place of Shri Gian Prakash and makes the following further amendment in the notification of the Government of India in the Ministry of Health No. 12-173/57-LSG, dated the 30th December, 1957, namely:—

In the said notification, in item 9 for the entry "Shri Gian Prakash", the following entry shall be substituted, namely:—

"Shri Savitri Prasada".

[No. F. 24011(6)/66-UD.]

R. C. MEHRA, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT & REHABILITATION

(Department of Labour and Employment)

New Delhi, the 14th April 1966

S.O. 1234.—In exercise of the powers conferred by sub-rule (2) of rule 9 and clause (b) of sub-rule (2) of rule 12, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules 1965, and in supersession of the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 593, dated the 15th February, 1966, the President hereby makes the following amendment in the notification of the Government of India in the late Ministry of Labour No. SRO 623, dated the 28th February, 1957, namely:—

In the Schedule to the said notification, in "Part I—General Central Service, Class II", under the heading "Labour Bureau", for the existing entries relating to the post of "Investigator Grade I", the following entries shall be substituted, namely:—

1	2	3	4
'Investigator Grade I.	Director, Labour Bureau	Director, Labour Bureau	All"

[No. 45/20/62-LWI.II.]

O. P. TALWAR, Under Secy.

(Department of Labour & Employment)

New Delhi, the 14th April 1966

S.O. 1235.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Gupta Lime Works, Katni (Madhya Pradesh) and their workmen employed in Barari Lime Stone Quarry which was received by the Central Government on the 24th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT 8 of 1963

Employers in relation to the Gupta Lime Works, Katni (M.P.),

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the employers—Shri P. V. Lele, Advocate.

For the workmen—Shri Gulab Gupta, Advocate, with Shri R. K. Sharma, General Secretary, Chuna Mazdoor Congress, with Shri J. P. Dube, President, Chuna Mazdoor Congress.

Dated at Bombay this 19th day of March, 1966.

INDUSTRY—Lime-stone Mining

STATE—Madhya Pradesh.

AWARD

1. The Central Government, by the Ministry of Labour and Employment's Order No. 22/40/62-LRII, dated 16th March 1963, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject-matter specified in the following schedule to the said order, to me for adjudication:

SCHEDULE

"Whether the management of Barari Lime Stone Quarry of Messrs Gupta Lime Works, Katni, were justified in asking Sarvashree Pardeshi, Lime-stone Checker, and Prahlad Bhagat Tripathi, Quarry Munshi, to work as Truck Conductor and Store-keeper respectively? If not, what relief are the workmen entitled to?"

After the reference was made and the usual notices were issued on the parties, the written statement of claim, dated 19th April 1963 was filed by Shri R. K. Sharma, General Secretary, Chuna Mazdoor Congress (hereinafter referred to as the Union), in which he has made the following statements:—

(2) That the workmen concerned in this reference, namely, Sarvashree Pardeshi, Lime Stone Checker (hereinafter referred to as Pardeshi) and Prahlad Bhagat Tripathi (hereinafter referred to as Tripathi) were employees of Messrs Gupta Lime Works, Katni, which owns the Barari Lime Stone Quarry; that they were members of the Chuna Mazdoor Congress which is the Union of the workers employed in the said Lime-stone quarry.

(3) With regard to Pardeshi, the Union has stated that he was employed as Lime-stone Checker and had worked as such upto the first week of September, 1962, when he was asked to work as a Truck Conductor, on the assurance that the new work which he was asked to do was very much like his first work; that in order to please the management and to maintain good relations, Pardeshi "tried to find out the nature of the job", but found that the work of Truck Conductor was not only different from the work of Lime-stone Checker, to which he was appointed, but was also more strenuous and difficult. The Union has urged that Pardeshi was not given any notice of change, as required by Section 9A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) when this change was made in his service condition, nor was he offered any explanation for this change; that his request to be allowed to do his original work was refused; that Pardeshi did not accept this arbitrary and illegal change in his service condition, and continued reporting himself for work at the work-place every day, but the management refused him employment. The Union has argued that the refusal of the management to give Pardeshi his original work and its insistence on his working as a Truck Conductor amounted to an illegal and unjustified lockout, and he was, therefore, entitled to be appointed to his original post of Lime-stone Checker with full back-wages.

4. With regard to Tripathi, the Union has, in its said statement of claim stated that he had worked as a Quarry Munshi upto 8th November 1962, on which date the management required him to work as a Store-keeper. No notice as required under the Act was served by the management upon him, and no reason was given for effecting so drastic a change in his work; that as a Quarry Munshi, Tripathi was required to work in all scheduled working hours, but as Store-keeper he would be required to work all the hours and he would also have to shoulder the responsibility of looking after the store materials; that Tripathi was not in the good books of the management, in view of some past conflicts with the management, and he apprehended that the change sought to be introduced would in all probability lead to reports and charges against him. The Union has urged that in any case the workman "does not find himself capable of shouldering the responsibility of a Store-keeper". In regard to Tripathi also, the Union had stated that he has been reporting for duty every day, but the management has refused to give him work, and has not paid him any wages and that the insistence of the management in asking him to work as Store-keeper and to refuse him employment as long as he does not accept such a change, amounted to an illegal lockout, which was arbitrary and unjustified.

5. The Union, in para 9 of its said statement of claim has urged that both these workmen, Pardeshi and Tripathi, are important members of the Union, and it was

felt that the action of the management against them was nothing but their victimisation for their legitimate trade union activities; that both of them had been out of employment since then, and therefore, were entitled to full wages for the entire period of their forced unemployment. In conclusion, the Union has stated that conciliation proceedings were held by the Conciliation Officer (C) Jabalpur, with the management and the Union in this dispute, on 6th and 7th November, 1962, but no settlement could be reached due to the adamant attitude of the management, and upon failure of conciliation this reference was made by the Central Government.

6. Shrimati Rukmani Bai, as the Employer-Proprietor of the Gupta Lime Works, Katni, has filed a written statement dated 10th May, 1963, in reply to the Union's statement of claim in this case, in which it has been stated as follows:—

7. That Pardeshi and Tripathi were employed by Messrs Gupta Lime Works, Katni (hereinafter referred to as the Management), but not in the Barari Lime-stone Quarry. With regard to Pardeshi, it is stated that he was employed at the Lime-Manufacturing factory of the management, where he was doing general work; that, to the Management's show-cause notice, dated 14th September 1962 Pardeshi in his reply, dated 15th September 1962 had admitted that he was working at the factory as a Station-Peon; that his statement in the said reply that he was on and from 1st January 1961 transferred to supervise the working of the Bhata and to work as a Munshi, is totally false, as he is illiterate and incompetent to perform the duties of a Munshi; the management have further contended that this written reply of Pardeshi clearly establishes that he was all along working at the lime-kiln of the management at Barari, and not at the quarry, as contended by the Union.

8. With regard to Tripathi, the management has stated that he was employed as a Munshi and was entrusted with the work of supervising the unloading and loading of lime wagons, and unloading of some coal received from the collieries; that his appointment was essentially and specifically for the purposes of working as a Munshi at the lime-kilns of the management so as to supervise the loading of lime wagons to be despatched to the buyers; that during the period there was no work at the factory Tripathi was doing alternative jobs at the Barari Quarry, but his original work and appointment was at the factory of the management. The Company has specifically stated that the Union, in its letter, dated 25th October 1962, addressed to the management, had accepted that he was working as a Munshi for wagon loading. The management has stated that they were not aware whether Pardeshi and Tripathi were members of the Union; that both these persons were employed at the factory, and their dispute does not relate to their work at the lime-stone quarry, of the management; that the Union had failed to furnish to the management a list of protected persons who were its members.

9. In para 2 of the written statement, the management has categorically stated that Pardeshi was at no time employed at the mine of the management. It has further urged that the management received several complaints from their Manager, about Pardeshi's unsatisfactory work, but the management did not take action against him, because it wanted to give him every possible opportunity to improve his work; that thereupon, Pardeshi had expressed his wish to under-study the work of Conductor of a Truck belonging to the management, and engaged in transporting lime-stone and lime at their works, and that it was at the request of Pardeshi that the management permitted him to under-study the work of Conductor of the Truck; that he worked as such for a period of eighty days and on 14th September 1962, the Driver of the truck reported to the management that Pardeshi had thereafter refused to work on the Truck, that as Pardeshi had voluntarily offered to under-study the work of the Conductor, the proposal for his joining the new assignment had come from him. The management had denied the Union's statement that the management have assured Pardeshi that his new assignment was very much like his first one. The management has stated that Pardeshi very well knew that the nature of his new job was quite different from the job he was doing at the factory; that thereafter, the management had served a show-cause notice dated 14th September 1962 upon Pardeshi for his refusal to work and asked him to show-cause why the management should not take action against him for wilful disobedience; that in his letter dated 15th September 1962, Pardeshi had deliberately avoided replying to the allegations made against him in the said show-cause notice, because he had joined the new assignment voluntarily and out of free will. In the reply, he expressed his inability to under-study the work of Conductor, and further pointed out that he was not keeping good health; thereafter, the management asked him to carry on his duties in his new post, but he did not attend to his duties after 14th September 1962, and therefore, a fresh notice was served on him dated 1st October 1962, asking his explanation as to why he was not working in

the job entrusted to him; that Pardeshi's statement in his reply dated 2nd October 1962, that he was attending to his duties was false, as Pardeshi never attended to his duties as under-study for the work of Conductor of the Truck on and from 14th September 1962; that the management had informed the Assistant Labour Commissioner of this by its letter dated 18th October 1962, copy of which was sent to the Union; that since Pardeshi had continuously absented himself from duty from 14th September 1962 without sufficient cause, and in wilful disobedience of the reasonable and lawful orders of the management, he was deemed to have ceased to be an employee of Gupta Lime Works, Katni, with effect from 14th September 1962.

10. With regard to para 3 of the written statement of claim of the Union, the management has stated that as the change in the nature of duties of Pardeshi was effected by the management at his own request, no notice of change under Section 9A of the Act was necessary, the more so as at the time the change was effected, it was specifically made clear to Pardeshi that his new assignment was altogether a different one, and that he would lose all his rights over his present employment, and that he had readily agreed to this; that as a matter of fact, the management had afforded him all reasonable opportunities to fit himself in his new job, instead of taking action against him for his incompetent and unsatisfactory work; that Pardeshi had never approached the management and asked for a return to his original duties; and that the decision in the matter was within the discretion of the employers; with reference to paras 4 and 5 of the Union's statement of claim, the management has stated that Pardeshi having once accepted the terms and conditions of the new appointment, he had lost all his rights on his original appointment; that Pardeshi had accepted the new appointment in the hope of better prospects, and that if he could not carry on the new duties, he had only himself to blame, and that by his wilful absence, Pardeshi had ceased to be an employee of the lime-kiln. It has further denied that the action of the management had amounted to an illegal and unlawful lockout, and that Pardeshi was entitled to be appointed in his original duties; the management has denied that Pardeshi was a lime-stone checker, and has stated that he was working in the lime-kilns of the management since the date of his appointment, and had never worked on the Quarry; it has denied that he is entitled to any benefits, much less to the same with back wages.

11. With regard to Tripathi, the Company has stated that he was appointed as Munshi at the factory, and his duties were to supervise the loading of the wagons of lime, which work was of a responsible nature requiring his personal attention, so that there may be no complaint about the quality and quantity of goods despatched to the buyers; that he was found negligent in his duties, as the management had received complaints of shortage in loading from the customers and he was by notice dated 30th August 1962 asked to explain the shortage. He failed to give a satisfactory reply to the charges levelled against him, as in his reply dated 11th September 1962 he had stated that he was unable to explain the shortage. On 15th October 1962 one Ram K. Shukhla, the Munshi at the factory left his service, and the Management decided to appoint Tripathi in his place, as the duties of the new post were similar to those performed by him. The new appointment required looking after store materials, which was comparatively less responsible work than the work of supervising the loading of lime into wagons. There was similarity in the work inasmuch as as loading Munshi he had to keep an account of the lime loaded into wagons and to supervise the loading and his new job of Store-keeper related to the keeping of accounts of stores. As both these jobs were similar in nature, notice of change was not necessary. The management has denied that there was any change in the working hours. It has pointed out that as Store Munshi, Tripathi was required to work in all the scheduled hours and it has denied that this new job involved working during all hours. The management has denied that Tripathi was not in the good books of the management; that the management's action was in the best interests of the administration of its business; that the apprehension expressed by the Union that this change would result in reports and charges against Tripathi was unjustified; that this was a case of wilful insubordination and disobedience of the reasonable and lawful orders of the management, and shirking responsibility of the new job entrusted to him as Store-keeper. The Management has stated that Tripathi wanted to continue in employment without accepting any responsibility of the job entrusted to him; that the refusal of Tripathi to take up his new job amounted to wilful insubordination and disobedience of the reasonable and legal orders of the management, and therefore, amounted to misconduct; that by virtue of his continuous absence with effect from 15th October 1962 without reasonable cause, and his wilful disobedience to lawful orders, Tripathi was deemed to have been dismissed from the service of the management with effect from 15th October 1962; and is therefore, no longer an employee of the management. The management has

denied that Tripathi was reporting himself every day, and that, in fact, he had by his letter, dated 24th October 1962, refused to join his new duties, which clearly amounted to wilful disobedience of lawful orders, and amounted to insubordination, and he was, therefore, deemed to have been dismissed from service with effect from 15th October 1962, and that the action of the management, in the facts and circumstances of the case, was justified and proper. It has denied that the action of the Management had amounted to illegal lockout, as alleged by the Union.

12. In para 8 of its written statement, the Management has denied that both these workmen were important members of the Union, or that the management wanted to victimise them for their legitimate trade union activities; that both these workers had ceased to be the employees of the management by wilful insubordination and disobedience of lawful and reasonable orders of the management, and were, therefore, not entitled to any wages or any benefit of any kind. In para 10 and 11 of its written statement, the management has raised certain legal objections, which it has headed as "additional pleadings"; in para 10 the Company has urged that the cases of these two workmen were governed by the provisions of the Madhya Pradesh Industrial Relations Act, 1960, and not under the Industrial Disputes Act, 1947, because Section 3 of Section (1) of the Madhya Pradesh Relations Act, 1960 provides that where the total number of employees on any day exceeds 100 the provisions of the Madhya Pradesh Industrial Relations Act, 1960, would be applicable. It has stated that the management is running a lime industry, in which the total number of employees engaged in the different operations of working had exceeded 100 on any single day during the year, and therefore, it is the Madhya Pradesh Industrial Relations Act, 1960, which applies. In para 11 of its written reply, it has urged that Shrimati Rukmini Bai, Proprietor, Gupta Lime Works, Barari, has been granted a quarry lease for lime sent for burning purposes. Therefore, the Gupta Lime Works is basically and essentially a lime industry concerned with the manufacture of lime, of which lime-stone extraction is only a part. The dispute, therefore, relates to the lime industry, as these persons were employed at the kilns. This case, is therefore to be governed by the Madhya Pradesh Industrial Relations Act, and the Industrial Disputes Act does not apply, and the Central Government is, therefore, not the appropriate government.

13. After these written statements were filed, by an application dated 16th January 1964, Shri Sharma, the General Secretary of the Union, informed the Tribunal that the parties in this dispute who were also parties to two other Industrial Disputes, viz. CGIT 16 of 1967 and CGIT 17 of 1963, had signed an arbitration agreement on 23rd August, 1963, to refer all these three disputes to the arbitration of Shri I. B. Sanyal, Regional Labour Commissioner (C) Jabalpur, under provisions II(iv) of the Code of Discipline in Industry; that the Regional Labour Commissioner had interfered in the dispute in connection with the stoppage of work at the Barari Lime-stone Quarry, and had held conciliation proceedings on several dates in August, 1963, and a settlement has been brought about. It has in the application, enclosed copies of the Arbitration Agreement (Annexure 'A') and of the Memorandum of Settlement dated 23rd August 1963 (Annexure 'B'). It has also enclosed the Award of Shri I. B. Sanyal, R.L.C. (C), Jabalpur, dated 13th December 1963 as Annexure 'C'; and the Union prayed that this Tribunal should pass an award in terms of the Award of the Arbitrator (W. 1A, W. 2A, W. 3A and W5).

14. In his award in respect of these two workmen, Pardeshi and Tripathi, the Arbitrator has stated in his Award, that he felt that there was an element of victimisation involved in the action of the management against these two and the eight other workmen involved in that dispute. He, therefore, held that all the ten workmen deserved to be taken back in employment and paid reasonable compensation. He, therefore, directed that they should be reinstated in service from the date they were rendered idle, and the entire period of idleness be treated as continuous service, and Pardeshi and Tripathi should each be paid Rs. 200 as compensation for unemployment.

15. Upon receipt of the said application dated 16th January 1964 of the Union, a notice was issued on the 27th January, 1964, by this Tribunal, informing the management of the said application of the Union dated 16th January 1964 and enquiring whether it had any objection to an award being made in this reference in terms of the Arbitration Award of Shri I. B. Sanyal, dated 13th December 1963. To this the Company replied on 5th February 1964 (Ex. W3), stating *inter-alia* that the Award of the said Arbitrator was not binding upon it, as it was given without the Company having been given a reasonable and proper opportunity of being heard. It also urged in that petition that the Arbitration Award was not binding upon it for other reasons stated therein, and therefore, the Tribunal should proceed to decide this reference on its own merits. Thereafter, hearing of this

dispute was fixed at Bombay on 25th September, 1965, but the management expressed its inability to come to Bombay because of the emergency then prevailing, and thereafter, the dispute was taken up for hearing at Jabalpur in November, 1965, when the hearing was concluded on 11th November 1965, after both parties had led oral evidence and had filed documents on which they relied. The Union examined Tripathi (W.W.1) and Pardeshi (W.W.2) and the management examined Shri Santosh Kumar Gupta, Partner in the firm of Gupta Lime Works (E.W.1) and Rock Ambroue (E.W.2), the former Quarry Manager of Gupta Lime Works.

16. Before dealing with the dispute on its merits, I would like to dispose of the legal contention urged by the Company in para 11 of its written statement, which I have stated in para 12 hereto, the objection urged being that as the lease of the Barari Quarry is in the name of Shrimati Rukmani Gupta, and not in the name of Gupta Lime Works, this dispute, which is against Messrs Gupta Lime Works, is not maintainable. This point had, however, come up for decision in the industrial dispute in Reference No. 17 of 1963. From my Award in that dispute the management filed a writ petition under article 226 of the Constitution of India—being Miscellaneous Petition No. 218 of 1964—before the Hon'ble Madhya Pradesh High Court. In my Award in that case on the oral and documentary evidence produced before me, I found as a fact that the Barari Quarry is owned and managed by Messrs Gupta Lime Works, and the workmen concerned of the lime-works were employed in the Quarry. Their Lordships held that such a finding of fact could not be disturbed in proceedings under Article 226 of the Constitution. Their Lordships of the Madhya Pradesh High Court, on this point in para 5 of their judgment dated 12th October 1965 were pleased to observe:—

"The lease of the quarry may be in the name of the petitioner (viz. Rukamnibai Gupta) alone but from that it does not necessarily be held that M/s. Gupta Lime Works the concern owned and managed by the petitioner and her two sons has no interest in the quarry. Indeed the arbitration agreement concluded on 23rd August, 1963, between Santosh Kumar Gupta, representing the Gupta Lime Works, and Shri R. K. Sharma, representing the workmen, proceeded on the basis that the Barari Limestone Quarry belonged to Messrs. Gupta Lime Works, and that it was being worked and managed by them and the stoppage of work in March, 1963 was in the Barari Lime-stone Quarry. In those arbitration proceedings, the petitioner's two sons, Santosh Kumar and Arun Kumar, appear as proprietors of Messrs. Gupta Lime Works. The settlement was arrived at on 23rd August, 1963 between the Gupta Lime Works and their workmen was also on the acceptance of their position that the Lime-stone Quarry belonged to Gupta Lime Works, and the workmen concerned of Messrs Gupta Lime Works were employed on the Quarry. In the above circumstances, it is impossible to contend successfully that no industrial dispute between the employers, Messrs Gupta Lime Works, and their workmen employed in the Barari Quarry existed. If, as has been found by the Tribunal, the lockout was in the Barari Quarry, managed by Messrs Gupta Lime Works, then clearly the Central Government was the appropriate government under section 2(a) of the Act so as to refer the dispute under Section 10. It would, however, appear from the definition of "appropriate government" and "industrial dispute" given in Section 2(a) of the Act that in order to give power to the Central Government to refer under Section 10 an industrial dispute concerning a mine, it is not necessary that the mine should be owned by the employer. It is sufficient if the industrial dispute is between the employer and the workmen employed in the mine for any work thereon. Therefore, even if the quarry was owned by the petitioner, and not by the Gupta Lime Works, still the dispute that arose between the Gupta Lime Works and their workmen on the Quarry for the purposes of transporting lime-stone would be an industrial dispute concerning the mine, within the meaning of Section 2(a) of the Act, giving the Central Government jurisdiction to refer the industrial dispute to the Tribunal in exercise of the powers under Section 10. The reference made by the Central Government by its Order dated 26th April, 1963, was, therefore, valid."

In fact, at the hearing, in view of this finding, the learned Advocate for the employers, Shri Lele, did not press this legal objection. I, therefore, reject this contention, and hold that the reference is valid and legal and I have jurisdiction to entertain it.

17. It has next been urged on behalf of the employers in this reference that both these two workmen, Pardeshi and Tripathi, were not employed in the Barari Quarry but in the lime-kiln of the Company, where more than 100 workmen are employed; and therefore, the Madhya Pradesh Industrial Relations Act, 1960, applied, and not the Industrial Disputes Act, 1947 (Act XIV of 1947), and therefore, the Madhya Pradesh Government and not the Central Government, was the appropriate government for the purposes of this reference. The Union on the other hand has contended that both Pardeshi and Tripathi were employed in the Barari Quarry, which is a mine as defined by the Mines Act, 1952 (Act 35 of 1952), and therefore, under Section 2(a) of the Industrial Disputes Act, 1947, the appropriate government was the Central Government, and this reference was validly made. But the question whether both or either of these two workers were employed in the Barari Quarry or in the lime-kiln owned by the Company is a question of fact, with which I propose to deal when I deal with the dispute on its merits. For the present, it is necessary to deal with the legal point urged by Shri Gulab Gupta, the learned Advocate for the Union, that the lime-kilns herein must also be deemed to be a mine as defined by Section 2(j) of the Mines Act, 1952, and therefore, even if it is held on the merits that both these workmen were employed in the lime-kiln and not in the Barari Quarry, this industrial dispute should be held to be, "a dispute concerning a mine" under Section 2(a) of the Industrial Disputes Act, 1947, and the Central Government would be the appropriate government and this reference must, therefore, be held to be valid.

18. Now, Section 2(j) of the Mines Act, 1952, as amended in 1959, defines a mine as follows:—

- 2(j) "mine" means any excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried on, and includes—
- (i) all borings, bore holes and oil wells;
 - (ii) all shafts, in or adjacent to and belonging to a mine, whether in the course of being sunk or not;
 - (iii) all levels and inclined planes in the course of being driven;
 - (iv) all open cast workings;
 - (v) all conveyers or aerial ropeways provided for the bringing into or removal from a mine of minerals or other articles or for the removal of refuse therefrom;
 - (vi) all adits, levels, planes, machinery, works, railways, tram ways and sidings in or adjacent to and belonging to a mine;
 - (vii) all workshops situated within the precincts of a mine and under the same management and used solely for purposes connected with that mine or a number of mines under the same management;
 - (viii) all power stations for supplying electricity solely for the purpose of working the mine or a number of mines under the same management;
 - (ix) any premises for the time being used for depositing refuse from a mine, or in which any operation in connection with such refuse is being carried on, being premises exclusively occupied by the owner of the mine;
 - (x) unless exempted by the Central Government by notification in the Official Gazette, any premises or part thereof, in or adjacent to and belonging to a mine, on which any process ancillary to the getting, dressing or preparation for sale of minerals or of coke is being carried on.

Shri Gulab Gupta has mainly placed reliance on clause (x) of the above definition, and he has argued that the process of converting the lime-stone into lime was a process "ancillary to the getting, dressing or preparation or sale of minerals or of coke". He has, in support of this contention, relied upon the observations of their Lordships of the Supreme Court in the case of Serajuddin & Company and Their Workmen (1962, 1 LLJ, page 450). In that case, the question that fell for determination was whether the head-office of a concern engaged in the business of carrying on mining operations in relation to chromite and manganese under a lease granted to the Company by the Orissa Government could be termed "ancillary". The industrial dispute arose between the Company and its employees in the head-office. The staff employed by the concern at the head-office at Calcutta looked after the general control of the mines and the sale of its mine products. Separate staff were employed at the mine-site for supervising the work of mining operations. Certain disputes arose between the workmen employed

at the head-office and the management in regard to certain service conditions. The State Government of West Bengal referred the said dispute for adjudication to the State Industrial Tribunal. The validity of the said reference was challenged on the ground that the appropriate government under Section 2(a)(1) of the Industrial Disputes Act, 1947 in respect of disputes in question was the Central Government and not the State Government of West Bengal. Negativating the said contention, it was held by the Hon'ble Supreme Court that in construing the expression "industrial dispute concerning a mine" occurring in Section 2(a) of the Industrial Disputes Act, 1947, it must be first determined what a mine means, and this must be done without reference to the broad definition of "industry" prescribed by Section 2(j) of the Act. Their Lordships of the Supreme Court held that in the light of the dictionary meaning of the word "mine" or in the light of the word "mine" contained in Section 2(j) of the Mines Act, 1952 (Act 35 of 1952), there would be no difficulty in holding that an industrial dispute between the employees engaged in the head-office at Calcutta and the employer is not an industrial dispute "concerning a mine", as the head-office could not be considered an integral part of the mine. Their Lordships observed, "in the absence of any definition of the word 'mine' in the Act, we may take into account the dictionary meaning as excavation of any earth or metal, coal, salt, etc. The Mines Act, 1952 (Act 35 of 1952) also contains a definition of 'mine' in Section 2(j). The said definition shows inter-alia that a mine means any excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried out. It is significant that the definition of 'mine' under Section 2(j) excludes the office of a mine. This is separately defined by Section 2(k) as meaning 'an office at the surface of the mine concerned', so that there is no doubt that the office of the mine, though it may be situated at the surface of the mine itself, is not within the definition of the word 'mine'. The definition is further clarified when we consider the definition of a person employed in the mine, which is prescribed by Section 2(h). A person is said to be employed in a mine who works under appointment by or with the knowledge of the Manager whether on the surface or not in any mining operation, or in cleaning or oiling any part of any machinery used in or about the mine or in any other kind of work whatsoever, incidental to or connected with mining operations. It is obvious that any person employed in the head-office, wherever it may be situated, cannot be said to do a mining operation within the first part of the definition. In our opinion, they cannot be said to be ordinarily engaged in a kind of work which is incidental to or connected with mining operation either".

19. Shri Gulab Gupta has argued that the conversion of the lime-stone which is extracted from the Barari Quarry, into lime at the lime-kiln of the employers herein, should be considered to be work ancillary to the mining operation. I cannot accept this contention, because the working of the kiln and the conversion of the lime-stone into lime is a distinct and separate manufacturing process from the process of mining lime-stone, and it cannot be said that the manufacture of lime-stone into lime, can be said to be a process ancillary to "the getting, dressing or preparation for sale of minerals or coke." For one thing, the resultant product is no longer a mineral or coke. The kiln is at a considerable distance from the Quarry, and the fact that a licence for burning lime-stone in the kilns has been granted would not make the process ancillary to the process of mining lime-stone. If this analogy of Shri Gulab Gupta were to be accepted, then the process of manufacturing iron and steel would also have to be deemed to be ancillary to the process of mining, because steel plants use both coal and iron-ore. I am, therefore, not satisfied that there is substance in this contention of Shri Gulab Gupta.

20. I must also notice two other further legal objections urged by Shri Lele, the learned Advocate for the employers. The first is that this is an individual dispute, and not an industrial dispute. For this contention, Shri Lele has relied upon the decision of the Supreme Court in the case of Express Newspapers Ltd. [A.I.R. 1957 (S.C.) at page 532]. But I consider that this contention has no force, as the dispute, though relating to the claims of only two workmen, has been espoused by a trade union of workmen of this employer, which undoubtedly has a considerable following. It is on record that it was this Union, viz., the Chuna Mazdoor Congress which raised the industrial dispute, had it referred to conciliation, and later to adjudication. It is also this Union with which the employers entered into an arbitration agreement, as noticed by Their Lordships of the Madhya Pradesh High Court in Miscellaneous Petition No. 218 of 1964, referred to earlier. I am, therefore, satisfied that what may have been an individual dispute initially has become an industrial dispute by the fact that the Chuna Mazdoor Congress which represents a substantial number of workmen of the employers herein, has espoused the cause of these two dismissed workmen. In my opinion, this contention has no merit or validity, and is, therefore, rejected.

21. The last legal objection urged by Shri Lele, the learned Advocate for the employers, is that the reference of this dispute to an Industrial Tribunal is improper and invalid. His ingenuous argument is that as the dispute is in respect of discharge or dismissal of workmen, including re-instatement of or grant of relief to workmen wrongfully dismissed, which is the subject-matter of Item 3 to the Second Schedule to the Industrial Disputes Act, 1947, only a Labour Court has jurisdiction to entertain it and not the Industrial Tribunal. Shri Lele has relied upon the following provision of Section 10(1)(c) of the Act:—

10. Reference of disputes to Boards, Courts or Tribunals.—(1) Where the appropriate government is of opinion that an industrial dispute exists or is apprehended, it may at any time, by order in writing—

(a)

(b)

(c) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, if it relates to any matter specified in the Second Schedule, to a Labour Court for adjudication.

But Shri Lele has not looked further down into clause (d) of Section 10(1) which provides:—

(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication.

Thus, reading sub-clauses (c) and (d) of sub-section (1) of section 10 of the Industrial Disputes Act, it is clear that over the matters specified in the Second Schedule, both the Labour Court and the Industrial Tribunal have jurisdiction and the jurisdiction is not exclusively of the Labour Court, as wrongly sought to be contended by Shri Lele. In other words, in respect of subject-matter specified in the Second Schedule, the jurisdiction of both the Labour Court and the Industrial Tribunal is co-extensive and not exclusively of the Labour Court, and the appropriate government has the option to refer a dispute over a subject-matter mentioned in the Second Schedule to either the Labour Court or the Industrial Tribunal. For this reason, this reference, which is undoubtedly over a subject-matter which is mentioned in the Second Schedule, has been rightly referred to an Industrial Tribunal. This contention of Shri Lele, the learned Advocate for the employers, also, fails, and is rejected.

22. I shall first deal with the case of Pardeshi. I have earlier in this award reproduced the submissions of both parties on the merits. In dealing with the merits, it is necessary to remember that under the terms of reference, what I have to decide in the case of Pardeshi is whether the management of Barari Lime-stone Quarry was justified in asking Pardeshi, Lime-stone Checker, to work as Truck Conductor, and if the answer to the question is in the negative, then what relief is he entitled to. Therefore, the enquiry in terms of this reference must be confined firstly, to determine whether the management was justified in asking Pardeshi to work as Truck Conductor, and if it is held that the management was not justified, then only is the question of relief to be gone into.

23. Pardeshi (W.W.2) in his evidence has stated that he was a lime-stone checker at the Barari Quarry, which job involved duty of separating bad from good quality lime-stone. With regard to his appointment as truck conductor, his version in his evidence is that he was asked to work as a conductor on the truck plying between the quarry and the kiln, and that when he received the management's order asking him to do this job, he stated that he had never done that work before. He has, however, failed to produce the Company's letter to that effect. He has stated that he was told that he should do the work of conductor for three or four days on a trial basis, which he did, but he found that the work was not congenial and that he could not do that work. He, therefore, asked the management to give him back his original job, but the management did not comply with his request, and dismissed him without calling for his explanation or holding any enquiry. In the written statement of claim, however, the story about his appointment is different. There it is stated that Pardeshi accepted the work of truck conductor because the management had assured him that the new assignment was very much like the one of lime-stone checker, and Pardeshi accepted this appointment in order to maintain good relations with the management and please them. But he found that the nature of the work was different from the work he was formerly doing. No explanation has been offered as to how this inconsistent story came to be put forward. The management's case, on the other hand, is that

Pardeshi was working as a Station-Peon in the kiln. Pardeshi in his cross-examination denied that he was working as a Station-Peon. He was then confronted with his letter dated 15th September 1962 (Ex. E5), in which he has clearly admitted that he was working as a Station-Peon in the kiln, and that he was thereafter asked to work as a Munshi. It is, therefore, established that the Company's version that he was working as a Station-Peon at the kiln is the correct one, and Pardeshi had falsely denied the same. With regard to his appointment as truck conductor, the evidence on behalf of the employers is that Pardeshi himself asked to be appointed as truck conductor. The Company's witness (E.W.2), Rock Ambruse, who was the Quarry Manager at the time and who was also looking after the work of the Gupta Lime Works, has stated that Pardeshi was firstly a Station Peon and thereafter, he worked in the kilns, and upon his asking him whether he was prepared to work as cleaner on the Company's truck, Pardeshi stated that since he knew the work of conductor, he would accept the appointment. This witness has clearly stated as follows:—

"I say he accepted the appointment as a conductor on the truck and worked for about a week in that capacity. He then wanted to go back to his original job. He said he did not want to continue working as a truck conductor, whereupon I served a notice on him. I say that the copy of notice dated 14th September 1962 is a copy of the notice I served on Pardeshi (Ex. E8). After that Pardeshi did not turn up for work. He never worked in his original post at the kilns. It is not true that I harassed Tripathi and Pardeshi because of their trade union activities."

In his cross-examination, he stated that if Pardeshi had not volunteered to work as cleaner of the truck, he would not have appointed him on the truck. I have been impressed by the evidence of this witness, and I am satisfied by the evidence on record that Pardeshi himself had willingly accepted his appointments as conductor on the truck, and that later he declined to do that work and stopped attending to his duties from 14th September, 1962.

24. Nor am I satisfied that there was victimisation of Pardeshi because of his trade union activities. He has stated that he has been an active member of the union and an active trade union worker, and used to collect subscriptions. He has in his evidence tried to connect his dismissal with the stoppage of work that occurred as a result of contract labour being employed for transporting lime-stone from the Barari Quarry to the kilns. It is admitted that the stoppage took place from 14th December, 1964. Pardeshi in his evidence has stated as follows:—

"About 150 workers were employed by the Company for the purpose of lime-stone transportation. All the workers employed departmentally were asked to work with the Contractor, but the workers did not agree to this. Hence, the Contractor engaged new hands. The department labour opposed the same. The bullock-cart of the Contractor was stopped, and demonstrations and public meetings were held. At that time I was stopped from work, and I participated in the demonstrations, etc. The management wanted me to work as a conductor with the Contractor, because they wanted to harass me for my trade union activities. I did not volunteer to work as a conductor."

This attempt to connect his dismissal with the events that occurred in December, 1962 cannot be believed. The Union's case is that he was stopped from work in September, 1962, whilst the stoppage of the work referred to in the above quoted passage from his evidence admittedly took place from 14th December, 1962, which is two months later. Therefore, his story that he was dismissed from service because he participated in demonstrations, etc., and because he was taking part in Union affairs, cannot be accepted. There is hardly any evidence to support his case of his having been victimised for his trade union activities.

25. With regard to the Union's contention that Pardeshi was always working at the Quarry and had never worked at the kiln, this is completely demolished by his letter of 15th September 1962 (Ex. E5) in which Pardeshi had admitted that he was working as a Station-Peon. The fact that E.W.2, Rock Ambruse had in his cross-examination stated that Pardeshi's name was not struck off from the Form 'B' register, which is required to be maintained under the Mines Rules, does not by itself establish that he was at the time of his alleged dismissal, working at the Quarry. It appears to me that since both the Quarry and the kiln belonged to the same proprietor, there was no hard and fast distinction, and workers were made to work both at the kiln and the Quarry as required. The Company's witness, Shri Ambruse—the then Mine's Manager—(E.W.2)—has stated that Pardeshi's name was maintained in the Register 'B' required to be maintained under the

Mines Rules. The maintenance of his name in a register required to be maintained under the Mines Act would indicate that he was treated as an employee of the Quarry, and the Central Government is, therefore, the appropriate government.

26. It has been urged on behalf of Pardeshi that even after 15th September 1962 he continued to work in his former post till about five months prior to the date when he gave evidence before me at Jabalpur on 10th November 1965, i.e. to say, that he had continued to work 2½ years in his former post without drawing any emoluments. The story appears to me to be improbable and far-fetched, and there is no evidence on record beyond the bare word of Pardeshi to support it.

27. In the result, I am satisfied that the Company was justified in asking Pardeshi to work as a truck conductor. The evidence indicates that he willingly agreed to do so. I am inclined to accept the management's story that he had volunteered to work and had worked as truck conductor there for seven days and had thereafter abandoned the job. In my opinion, no notice of change under Section 9A of the Act was necessary, nor in the circumstances, was a charge-sheet necessary, and the evidence on record shows that he was not justified in refusing to do his job of truck conductor after he had accepted the same. In view of the finding in the affirmative on the first question. The question whether Pardeshi is entitled to any relief does not arise.

28. I shall now deal with the case of Tripathi. I have with regard to him also reproduced the parties' statements on the merits of his dismissal. Tripathi was also examined at the hearing by the Union (W.W.1). This dispute has arisen over Tripathi's refusal to accept the work of Store-keeper, to which post the management appointed him by its Order dated 23rd October 1962 (Ex. E7). The terms of reference with regard to him also is whether the management of Barari Lime-stone Quarry of Messrs Gupta Lime Works, Katni, was justified in asking him to work as Store-keeper, and if not, to what relief he is entitled. Therefore, the only question I have to consider is whether the management's order asking him to do the work of Store-keeper was justified.

29. Now, the first question necessary to be decided is whether Tripathi was working on the date of his dismissal at the Quarry or the kiln. From the evidence of the Company's witness, Rock Ambruse (E.W.2), who was the Mine's Manager at the Barari Quarry at the relevant time, there is little doubt that Tripathi was at that time employed and was working in the Quarry as Quarry-Munshi. Shri Ambruse in his cross-examination by Shri Gulab Gupta, the learned Advocate for the Union, has stated as follows:—

"I have also not struck out the name of Shri D. B. Tripathi from the Form 'B' Register, as that would have been against the provisions of the Mines Rules."

It is admitted that the Form 'B' Register was maintained as required by the Mines Rules under the Mines Act, 1952. It is thus clear that at the time of his dismissal, Tripathi was employed in the quarry as Quarry-Munshi, and therefore, the appropriate government for the purpose of the reference of this dispute was the Central Government, and therefore, this reference must be held to be valid and competent.

30. Now, on the merits, Tripathi in his evidence has stated that at the time his services were terminated in October, 1962 he was working as a Quarry-Munshi, his duties being to take the attendance of the workers who were engaged in lime-stone breaking at the Quarry. His statement in his evidence that he had put in 17 years service, and that he was the Joint Secretary of the Chuna Mazdoor Congress, has gone unchallenged in cross-examination. He has stated that there was a dispute with the management with regard to proper payment of wages to the workers, but the major part of his evidence in examination-in-chief refers to the subsequent dispute in 1962 over the employment of contract labour in the place of departmental labour, for transportation of lime-stone from the quarry to the kiln; and he has stated that the Union had protested against this by organised meetings, and by holding demonstrations. In his evidence he stated that Shri Santosh Kumar Gupta, son of Rukmani Bai Gupta (E.W.1) had advised him to give up his trade union work, but he declined to comply with the request, whereupon Shri Santosh Kumar Gupta started harassing him in every way. In his examination-in-chief, giving reasons why he had refused to accept his appointment as Store-keeper, he has stated as follows:—

"The job called for 24 hours duty. The store-man is required to work all the time, because the work of loading and unloading continues all the time, and the Store-man is required to issue kerosene oil, etc. all

the time. I was not capable of this work. I could not have attended to my union work if I had accepted this job. I could not have attended the processions, demonstrations, etc. which were to be organised by the Union at that time. The purpose of the management in sending me to this new job was only to stop me from working with the Union. Including myself, I say that 10 workmen were stopped from work because of the difference of opinion between the Union and the management on the question of contract labour. The Company also declared a lock-out which lasted for five months. The Company also started cases before the Tehsildar Magistrate, Katni, and a case against the workmen in the Labour Court of Jabalpur. I say that I was working at the Quarry and not at the kiln."

I may pause here and state that, as in the case of Pardeshi, so also in the case of Tripathi, it is sought to be made out that he was dismissed because of his having taken part in meetings and demonstrations against the introduction of contract-labour system. This contention is chronologically not supportable, because it is admitted that his dismissal took place in October, 1962 while the stoppage of the bullock-cart and protests against the employment of contract labour took place on 14th December 1962, and it is admitted that the lock-out commenced in March, 1963, and lasted thereafter for 5½ months.

31. The Company's case in cross-examination of Tripathi was that Tripathi had wrongfully and unjustifiably refused to work as a Store-man, because, in fact, he had in 1958 worked as a Store-man. He was confronted with the stock register (Ex. E1) in which he admitted there were entries in his own hand-writing at pages 60, 61, and his signatures appear at pages 57, 59, 77, 80, 81 and 85 and other subsequent pages of that register. Tripathi, however, stated that he had prepared this stock register (Ex. E1) on one day at the order of Shri Choubhe, the Manager, and he had volunteered that he did this because there was no Munshi. He has, however, tried to explain that though of different dates, the entries were made on one day, as they were copied from some paper which Shri Choubhe was maintaining. I find it difficult to accept this explanation, as the stock register appears to have been maintained in the ordinary course of business, and it is admitted that the entries in the stock register are in his hand-writing and his signature appears on several pages bearing different dates.

32. It is further the Company's case that Tripathi had done work of loading lime in the kilns. Tripathi's case was that from the beginning he was working only in the Quarry. He was, therefore, asked in cross-examination whether he had done any work of loading lime, which he denied. He was then confronted with a writing dated 11th September 1962 (Ex. E2), and he admitted that it bore his signature. This letter was written by him in reply to a notice addressed to him by the management, which he acknowledges in the letter as having been received by him on 30th August 1962. Tripathi's explanation that the letter referred to the loading of lime-stone and not lime is clearly untrue, because reading the writing, it is clear that it refers to the loading of lime, as it refers to loading in terms of maunds, which can only be in respect of the loading of lime and not lime-stone, as lime-stone is never weighed in terms of maunds. He was next confronted with entries on pages 86 and 87 of another stock register and he admitted that the entries therein were in his hand-writing [Ex. E3, (1)(2)] but he added that only entries on those pages in that stock register were in his hand-writing. But that would make no difference because these entries establish that he had also done the work of making entries in the stock register.

33. It was next contended in justification of Tripathi's refusal to accept the appointment of Store-keeper, that he was incapable of doing the work of Store-keeper; he admitted in cross-examination that his work as Munshi involved reading and writing, and also of making entries. He, however, stated that the work of Store-man was different from that of Munshi, because the Store-man has to work for 24 hours. He had, however, to admit in cross-examination that even as Munshi he had worked on night duty. But he stated that he did that work only when there was no other Munshi available. He denied that the workmen are paid for night working. He was then confronted with the overtime register (Ex. E4) which contains his signature, and he tried to get out of it by saying that he was forced to put his signature in that register. From this evidence, I am satisfied that Tripathi had in the past done the work of making entries in stock registers, and that his statement that he was not competent to do the work of Store-man was not justified. The registers and writings on record (Ex. E1, Ex. E2 and Ex. E3) clearly establish that whenever required, Tripathi also used to do work in the lime-kilns, and that his work was not exclusively confined to the Quarries. His story that he was asked to do the work of a Stores-Munshi to prevent him from

doing his trade union activities is also not at all impressive. I am not at all satisfied that the Union has succeeded in establishing this case. There is not sufficient evidence on record to justify his plea that the work of Store-man requires him to be on duty for all the 24 hours. It is established that even as Munshi he was required to do night duty whenever occasion demanded. The Union's story that he was victimised for his trade union activities is also not borne out by the evidence on record. It is true that he was stopped from work in 1959, and was re-instated in February, 1960 by the settlement reached in conciliation (Ex. W1). But there is no evidence whatsoever as to the circumstances under which he was stopped from work. Only the conciliation settlement is filed, but that does not indicate how he came to be stopped from work. In the cross-examination of Shri Santosh Kumar Gupta, it was brought out that in a settlement reached on 14th July 1962, the Company had agreed to pay wages to Tripathi from 7th March 1960 to 28th July 1960 for a certain period of enforced idleness, but that fact would not by itself establish that the management, when it asked him to do the work of Store-man, had the idea of preventing him from doing his trade union work. I am not at all impressed by the story that if he had accepted the Store-man's post, he would not have been able to attend to his trade union work. He has in his examination-in-chief stated that if he had accepted this work, he would not have been able to organise processions and hold demonstrations. But it is clear that he indulged in these activities only after December, 1962, and in any case, that would be no justification for refusing to accept an order which otherwise was justified. There is not sufficient evidence to show that if he had accepted the Store-man's work, he would have been required to be constantly on night duty, and therefore, not be able to do his legitimate trade union work. I think this plea is an after-thought, and one which cannot justify his refusal to work as a Store-man.

34. There is, however, one point which remains to be disposed off, and it is the reference to arbitration agreement of Shri Sanyal, Regional Labour Commissioner (Central) Jabalpur. The arbitration agreement is on record as Ex. W1A. The terms of settlement on which the workers agreed to resume work is on record as Ex. W2A and the Award of the learned Arbitrator is Ex. W5.

35. The evidence of Shri Santosh Kumar Gupta (E.W.1) on the question of the reference to arbitration etc. cannot be believed for a moment. His evidence is not worthy of any credence, and there is no doubt that he spoke a number of un-truths and I am of the opinion that the employers herein had entered into the arbitration agreement but have gone back on it without any regard to their original agreement to abide by the Arbitrator's findings. The Company has, however, objected to the award in arbitration of Shri Sanyal, the then Regional Labour Commissioner (Central) Jabalpur on other grounds, viz. that the Arbitrator did not afford them proper opportunity to put forward their case, etc. The Union has not brought up the question at the hearing before me. Therefore, that question was never argued, and however, wrong the management may be in having denied that it had voluntarily entered into arbitration agreement, I am not called upon to decide the question whether Shri Sanyal's Award is legally binding on the parties and enforceable or not. The reference has been argued before me on its merits, and I must decide it on the evidence on record before me.

36. The Union stated that the management served no charge-sheet and held no enquiry. The management's plea is that Tripathi having refused to accept the appointment of Store-man, no further action on its part was necessary, and that in any case the matter had been gone into fully on merits in this case. The reference to me is whether the order asking Tripathi to do the work of Store-man was justified, and if not, to what relief Tripathi is entitled. The Company's letter (Ex. E7) by which he was asked to do the work of Store-man states that Shri Ramkaran Shukla had left service, and therefore, it was necessary to appoint someone to do the work of Store-man, and the letter directed Tripathi to do that work. The fact of Shri Ramkaran Shukla having left service, and that it was necessary for the Company to appoint someone in his place, is not challenged. The whole story of the Union is that Tripathi was asked to do this work to deprive him of the opportunity to do trade union work, and with a view to victimise him; and as I have pointed out earlier, the Union has failed to make out that case. There is also, in my opinion, no merit in the Union's contention that there is a violation of Section 9A of the Industrial Disputes Act, 1947. As I have stated earlier, it appears, from the documentary record tendered at the hearing that like Pardeshi, Tripathi was also employed both at the lime-works as also the Barari Quarry, and therefore, no notice of change was called for in this case.

37. On the evidence, both oral and documentary on record, I am more than satisfied that the Company was justified in asking Tripathi to do the work of Store-man, and that Tripathi was not justified in refusing to do that work, and

I answer the issue accordingly. As the first question under reference regarding Tripathi is answered in the affirmative, I am not called upon to consider the question whether he is entitled to any relief.

38. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

[No. 22/40/62-LRI.]

S.O. 1236.—In pursuance of clause (c) of section 2 of the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), the Central Government hereby makes the following further amendments in notification of the Government of India in the Ministry of Labour and Employment No. S.O. 662, dated the 7th March, 1963, namely:—

In the Schedule annexed to the said notification, for the entries in column 1, the following entries shall be substituted, namely:—

“(1) Assistant Labour Commissioner (Central) (Headquarters), Dhanbad.

(2) Assistant Labour Commissioner (Central) (Headquarters), Calcutta.”

[No. F. 23/5/66-LRI.]

New Delhi, the 15th April 1966

S.O. 1237.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri N. K. Chaddha, Arbitrator in the industrial dispute between the employer in relation to the management of Messrs Orissa Mining and Engineering Company, Contractors in Thakurani Iron Mine of Messrs Orissa Minerals Development Company Limited and their workmen which was received by the Central Government on the 30th March, 1966.

AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT

PARTIES:

Sri N. K. Paul, Managing Partner, M/s. Orissa Mining and Engineering Co., Contractors in Thakurani Iron Mine of M/s. O.M.D. Co. Ltd., Thakurani, P.O. Barbil, Dist. Keonjhar—*Representing Employer.*

General Secretary, Barbil Workers Union, P.O. Barbil—*Representing Workmen.*

The above referred parties by mutual agreement, dated the 16th December, 1965, had agreed to refer the following for arbitration under Sec. 10A of the Industrial Disputes Act to the undersigned:—

“Are not the workmen of M/s. Orissa Mining and Engineering Co., Contractors in Thakurani Iron Mine of M/s. O.M.D. Co. Ltd., who have been appointed on or after 1st January, 1964 and have been receiving total emoluments exceeding Rs. 65 per month or Rs. 2-50 P. per day entitled to interim increase in wages in accordance with the revised interim recommendations of the Central Wage Board for Iron Ore Mining Industry.”

The above referred agreement was published by the Government of India under their order No. 24/35/65-LR-I, dated 14th January, 1966.

The hearing was fixed for 26th March, 1966. On the date of hearing the parties have filed in application (copy enclosed). I accept the request of the parties and give my award accordingly. Government may seek clarification on the issue from the Central Wage Board for Iron Ore Mining Industry and any decision given by the Wage Board shall be final and binding on the parties.

(Sd.) N. K. CHADDHA,
Arbitrator and Regional Labour Commissioner (Central) Cal.

BEFORE ARBITRATOR

The parties beg to submit:

1. They are grateful to the arbitrator for having accepted their request to arbitrate in the dispute in terms of their mutual settlement, dated 16th December, 1965.

2. On reconsideration they have felt that it would be more appropriate if the decision on the issue is given by the Wage Board for Iron Ore Mining Industry.
 3. The parties agree that a reference may be made to Wage Board for Iron Ore Mining Industry by the Government. The terms of reference may be
 "Whether the workmen who have been appointed on or after 1st January, 1964 and have been receiving total emoluments exceeding Rs. 65 per month or Rs. 2.50 per day are entitled to interim increase in wage in accordance with the revised Interim Recommendations of the Central Wage Board for Iron Ore Mining Industry."
 4. That decision of the Wage Board shall be final and binding on the parties.
- It is, therefore, prayed that the Arbitrator may dispose of the reference accordingly.
- | | |
|---|---|
| (Illegible)
General Secretary, Barbil
Workers' Union, Barbil. | (Illegible)
Orissa Mining and Engineering Co
Contractors under M/s. O.M.D. Co.
Thakurani, P.O. Barbil. |
|---|---|
- Dated the 26th March, 1966.
- [No. F. 24/35/65-LR-I.]

New Delhi, the 16th April 1966

S.O. 1238.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Eastern Manganese and Minerals Limited, Domchanch and their workmen which was received by the Central Government on the 4th April, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

In the matter of a reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No. 107 of 1965

PARTIES:

Employers in relation to Messrs Eastern Manganese and Minerals Limited
Domchanch, Dist., Hazaribagh.

AND

Their Workmen

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.,—*Presiding Officer.*

APPEARANCES:

For the Employers.—Sarvashri Girdhar Gopal, Labour Officer and S. N. Sinha, Law Officer.

For the Workmen.—Sarvashri Jagannath Singh and B. D. Bansal, the two concerned workmen *in person.*

STATE: Bihar.

INDUSTRY: Mica Industries.

Dhanbad, dated the 15th March, 1966.

AWARD

By its Order No. 20/2/65-LRI, dated the 18th June, 1965, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal an industrial dispute existing between the employers in relation to M/s. Eastern Manganese and

Minerals Limited, Domchanch P.O., Dist., Hazaribagh and their workmen in respect of the matters specified in the schedule annexed to the order of reference which is reproduced below:

"SCHEDULE

Whether the action of the management of M/s. Eastern Manganese and Minerals Limited, (Post Office Domchanch—District Hazaribagh) in transferring the workmen mentioned below from the mines specified against each of them in column (4) to the places so specified in column (5) with effect from the respective dates indicated in column (6) was an act of victimisation of the workmen concerned?

Sl. No.	Name	Designation	Name of the mine where from transferred	Name of the place where transferred	Date from which transferred
1	2	3	4	5	6
1.	Shri Jiwat Singh	Darwan	Domchanch Mica Mine	Sibsagar Factory owned by M/s. Chrestien Mica Industries Ltd. P.O. Domchanch	29-10-64
2.	Shri B. D. Bansal	Checker	Bhelwaria No. 12 Mica Mine	Do.	27-10-64
3.	Shri Jagat Nath Singh	Pump Khalasi	Kukurkelwa Mica Mine.	Sibsagar Workshop owned by M/s. Chrestien Mica Industries Ltd., P.O. Domchanch	4-12-64

II. If so, to what relief are the workmen entitled?"

2. On 26th February, 1966, at D.V.C. Circuit House at Tilaiya Dam, which was fixed as the venue for the hearing of the reference, to suit the convenience of both the parties, Shri B. D. Bansal, one of the three concerned workmen, who is Serial No. 2 in the order of Reference, appeared before me and filed a petition on behalf of himself and Shri Jagannath Singh, the concerned workman, who is Serial No. 3, in the Order of Reference, stating that they had come to know that the union had compromised with the management but they do not know of it and they do not know on what terms the compromise had been effected and, therefore, they prayed that the case be heard on merits and they would accept the award. Shri B. D. Bansal, however, stated orally that the other concerned workman Shri Jiwat Singh, who is Serial No. 1 in the Order of Reference, had compromised and accepted his claim-money and now he had nothing to do with the present dispute.

3. As till 10-45 A.M., as the case was fixed at 9 A.M., at the instance of the parties, neither the union nor the management appeared, I directed both the union and the management to appear on 14th March, 1966, at the same place to file their written statements or their agreed compromise, if they had compromised their disputes. After recording the above order, I left D.V.C. Circuit House at Tilaiya Dam for Patna at 11 A.M. and on the way when I reached Jhumritilaiya at 11-30 A.M., Shri Girdhar Gopal, Labour Officer and representative of the management, handed over to me a joint petition of compromise.

4. The joint petition of compromise dated 22nd February, 1966, referred to above was signed by Shri R. G. Agarwala, General Manager, Eastern Manganese and Minerals Limited; by Shri Harish Chandra Mishra, General Secretary, Abhrak Mazdoor Union and Shri K. K. Sharma, Assistant Labour Commissioner, Hazaribagh and both the parties therein prayed that an award in terms of the compromise be passed.

5. On this petition I directed notices to be issued to (1) the union's General Secretary, Shri Harish Chandra Mishra, (2) Shri Girdhar Gopal, representative of the management, (3) Shri B. D. Bansal and (4) Shri Jagannath Singh, the two concerned workmen, who did not accept the compromise, to appear and to show cause why the compromise should not be recorded.

6. In pursuance of the above order, Sarvashri Jagannath Singh and B. D. Bansal—two of the concerned workmen, who disputed the compromise, appeared

and later Sarvashri Girdhar Gopal, Labour Officer and S. N. Sinha, Law Officer of the management, also appeared and supported the compromise against all the three concerned workmen.

7. Neither the union nor Shri Harish Chandra Mishra, its General Secretary, who had signed the compromise inspite of receiving registered letter on 2nd March, 1966, appeared before the Tribunal to support the compromise as against these two contesting workmen also.

8. Shri Jiwat Singh did not appear nor did he appear at any stage of the proceeding to contest the compromise, and, therefore, it is implied that he accepted the compromise.

9. After hearing the representatives of the management and the two concerned workmen I decided to accept the compromise in part with regard to Shri Jiwat Singh and to reject the compromise with regard to the other two concerned workmen, namely, Sarvashri B. D. Bansal and Jagannath Singh and to hear the reference on the merit at a later stage as against them.

10. The result, therefore, is that the reference is disposed of in terms of the compromise, which is marked Annexure "A", only in respect of Shri Jiwat Singh, Darwan, who is one of the three concerned workmen, Serial No. 1 in the Order of Reference and an award is made and the compromise Annexure "A" is made a part of it. With respect to the other two concerned workmen, Serial Nos. 2 and 3, the compromise is rejected and further award in respect of them will be submitted when both the parties are heard on merits.

11. This is the award which I submit *only in respect of Shri Jiwat Singh*, one of the three concerned workmen, under Section 15 of the Act and it is made clear that the award in respect of the other two concerned workmen, namely, Serial Nos. 2 and 3 will be submitted later on, when their disputes will be decided on merits as the compromise has been rejected as against them.

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer.

ANNEXURE "A"

MEMORANDUM OF SETTLEMENT

Representing the workmen.—Shri Harish Chandra Mishra, General Secretary, Manganese and Minerals Ltd., Domchanch P.O., Hazaribagh Dist.

Representing the workmen.—Shri Harish Chandra Mishra, General Secretary, Abhrak Mazdoor Union, P.O. Jhumritalaiya, Dist., Hazaribagh, Bihar.

SHORT RECITAL

This union has raised a dispute regarding the transfer of Shri Jiwat Singh, Darwan, Shri B. D. Bansal, Checker, and Shri Jagannath Singh, Pump Khalasi. This dispute has been referred to adjudication by the Government of India, Ministry of Labour and Employment *vide* their order dated 18th June, 1965.

The union has also raised a General Demand regarding the right of the management for transferring the employees from one place to another or from one sister concerned to another.

After the reference the parties showed a desire to discuss this dispute mutually. As a result of the mutual discussions held on 22nd February, 1966, in the presence of the Assistant Labour Commissioner (Central), Hazaribagh, they have arrived at the following settlement.

Terms of Settlement

(1) It is agreed by both the parties that Shri B. D. Bansal will be paid Rs. 705.54 P. (Rupees seven hundred five and paise fiftyfour only) in full and final settlement of all his dues on this Management within a week from the date of this Settlement. After the acceptance of this amount Shri Bansal will have no claim whatsoever over this Management. This payment is over and above his leave wages and earned wages.

(2) Shri Jagannath Singh will be given one additional increment with effect from 1st February, 1966. He will have no claim for his transfer and the Union will also drop this matter before the Hon'ble Tribunal.

(3) The Union is not pressing the case of Shri Jiwat Singh, Durwan as he has already taken his full and final settlement.

(4) The Union recognises the right of the Management to transfer the monthly paid employees from one place to another or from one concern to another sister concern and in future they will not raise any demand or dispute in this respect.

(5) The Union is agreeable to send one copy of this Agreement to the Honourable Tribunal with the request that an Award on the line may please be given.

For Eastern Manvanese and Minerals Ltd.,

Sd./- R. G. AGARWAL, Genl. Manager.

For Abrakh Mazdoor

Union.

Sd./- H. C. MISHRA,

Genl., Secy. 22-2-1966.

Sd. K. K. SHARMA,

Asstt., Labour Commissioner, Hazaribagh, 22-2-1966.

[No. F. 20/2/66-LRI.]

New Delhi, the 18th April 1966

S.O. 1239.—Whereas a vacancy has occurred in the office of the Presiding Officer of the Labour Court, Dhanbad, constituted by the Order of the Government of India in the late Ministry of Labour and Employment No. S.O. 1954, dated the 30th July, 1960 read with S.O. 1781, dated the 24th July, 1961 and S.O. 2839, dated the 30th September, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri Nandagiri Venkata Rao as Presiding Officer of the Labour Court constituted as aforesaid with effect from the 30th March, 1966.

[No. F. 1/21/66-LR-L.]

S.O. 1240.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, in the industrial disputes between the employers in relation to the Singareni Collieries Company Limited and their workmen, which was received by the Central Government on the 12th April, 1966.

BEFORE THE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH, HYDERABAD

PRESENT:

Shri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 51/1964

BETWEEN

Workmen of Singareni Collieries Co. Ltd., Kothagudlum.

AND

The Agent, Rudrampur Division, Singareni Collieries Co., Ltd., Rudrampur P.O.

APPEARANCES:

Sri M. Komaralah. General Secretary, Singareni Collieries Workers' Union, *for workmen.*

Sri T. P. Solomon Raj, Assistant Personnel Officer in the Collieries *for the Management.*

AWARD

The Government of India, in its Ministry of Labour and Employment, New Delhi, have, by its Order No. 7/14/64-LR-II, dated 13th November 1964, referred this case for adjudication. The issues settled as per Schedule annexed to the reference are these:

- (1) Whether, having regard to the nature of duties performed by Sri M. J. Samuel, Detention Clerk, at No. 5 Incline, Coal screening plant, Rudrampur, of the Singareni Collieries Company Ltd., the management of the said Collieries is justified in not placing the workman in Grade-II in the scale of Rs. 48—100.

- (2) If not, to what relief is the workman entitled and from what date?

2. The reference on hand was made to my learned predecessor Dr. Mir Sladat Ali Khan constituting him as Industrial Tribunal. After I succeeded him as Presiding Officer of the Industrial Tribunal, Andhra Pradesh, the Government of India have by Order dated 31st January 1966 designated me as Industrial Tribunal for disposal of the case.

3. On notice being given to the General Secretary of the Singareni Collieries Workers' Union, Kothagudem, a statement of claims was filed by him on behalf of the worker, M. J. Samuel. It is stated therein that Samuel had been designated as Detention Clerk at No. 5 Incline, C.S. Plant, and that he had been working as such from 1st October 1956, and that while the other clerks have been placed in Clerical Grade-II, he continues to be placed in Clerical Grade-III although his duties are no less responsible than the clerks who are in Clerical Grade-II. The scale of pay of clerks in Clerical Grade-II is Rs. 48—100 while that of clerks in Clerical Grade-III it is Rs. 48—82. It is pointed out that although designated as detention clerk, Samuel had been doing the duties of a loading clerk who is in Grade-II, and it is therefore claimed that Samuel also should be placed in Grade-II with effect from 1st October 1956. What such duties are have been set out in the statement of claims. I will refer to them when discussing the evidence in the case.

4. The management filed counter pointing out that Samuel is not entitled to be placed in Grade-II because as detention clerk the duties he discharges are simple and minor type of clerical duties not requiring any skill, and that any responsibility is not attached to those duties. Reference is made to the Mazumdar Award which became effective from 26th May 1956. That Award was in respect of workers in mines and collieries. It is stated in the counter that three grades of clerks are provided for in that Award, and that the management had, having regard to the duties he performs and to the nature of his work, rightly placed Samuel in Grade-III. It was stated in the statement of claims that two other clerks at the same No. 5 Incline, C.S. plant, who were also designated as detention clerks and were performing the same duties as those of Samuel, have been placed in Clerical Grade-II while Samuel remained in Clerical Grade-III. This point is countered in paragraph 5 of the counter by pointing out that one of the two other clerks was formerly working as magazine clerk and the other was working as man-way clerk, and that, while so, they were in Grade-II. It is explained that as there was surplus of clerks in those departments, and the two clerks referred to being among those who were surplus, the management had utilised their services as detention clerks and therefore had to pay them according to the scale of Clerical Grade-II which they were getting formerly. It is pointed out that Samuel could not base his claim for Clerical Grade-II on the fact that the other two clerks are being paid, as hitherto, in the scale of Clerical Grade-II. Lastly, it is pointed out that any relief cannot be granted to M. J. Samuel.

5. Two witnesses were examined for the workman-claimant. Samuel examined himself as W.W.1. Two witnesses were examined on the side of the management. M.W.1 is L. Viswanadham who is a Junior Engineer in the Collieries. M.W. 2 is a detention clerk. Exs. W1 to W6 were marked on the

side of the claimant, and Exs. M1 to M5 were marked on the side of the employers. My attention was drawn to Appendix XVI of the Mazumdar Award. Three clerical grades are set out in that Appendix. I will refer to this Appendix during the course of discussion.

6. The case for the workmen was argued by Mr. M. Komaraiah, General Secretary, Singareni Collieries Workers' Union, and that for management was argued by Mr. T. P. Solomon Raj, Assistant Personnel Officer in the Collieries

7. The designation detention clerk would appear to be a local one with the Singareni Collieries. Among the three clerical grades enumerated in Appendix XVI of the Mazumdar Award, this designation does not find mention either in Grade-II or in Grade-III. Of course it is not in Grade-I. Among those enumerated under Grade-II in that Appendix are loading clerks. The case of the claimant, Samuel, is that actually he is doing the duties of a loading clerk and that therefore he is entitled to Grade-II pay scale. On the other hand there is no such designation as loading clerk in the establishment of the Singareni Collieries. That is what M.W.2 stated at the end of his cross-examination. The question would therefore be as to what are the duties which Samuel is discharging. Mr. Solomonraj for the Management pointed out that as per Grade-II in Appendix XVI of the Mazumdar Award detention clerk is not one of the categories in the said grade. But it might at once be pointed that that category is not in Grade-III, either. Therefore, as I said, it is to the nature of the duties performed by Samuel that we should look before deciding the question whether or not he should be placed in Grade-II.

8. Examining himself as W.W.1 Samuel said that although his designation was as detention clerk, he was actually doing the duties of a loading clerk. He gave details of his duties and the nature of work involved. Every day about 150 wagons are received, and they have to be loaded in time and get them ready for despatch in order to avoid demurrage. Loading of each batch of wagons and making them ready for despatch should be completed within five hours. It is the duty of the detention clerk to see that the loading of wagons is completed on time, and he is responsible for any demurrage should the wagons be detained beyond the specified time. He has certain duties to perform in order to avoid demurrage. He prepares the arrival and departure statements of the pilots. Ex. W1 is one such instance. He also prepares the yard book. Ex. W3 is such an instance. He also writes the detention book such as Ex. W4. He should also prepare the demurrage statement. It is as per Ex. W2.

9. A detention clerk would, as normally implied by the words in the designation, be concerned mainly with noting the timings of arrival and departure of wagons, i.e., recording the timings of detention of the wagons. If that is all his duty, then it would be of a minor clerical nature and not involving any particular responsibility worth the name. But that is not all he does. He does more than it. Apart from what Samuel himself has said from the witness box, there is the management's own witness M.W.1 who is an Engineer. He said that he knew detention clerk Samuel and that his duties were these:

- (1) To note down the number of empty wagons as soon as they arrive.
- (2) When the wagons leave the site he has to note down their numbers when they are despatched.
- (3) He should also maintain a register to show the number of hours the empty wagons were detained before they were loaded and despatched.
- (4) He has to submit a weekly statement showing whether any wagon was detained in excess of the time allowed, and whether any demurrage was incurred.
- (5) He has to intimate to the loading inspectors about wagons which have arrived first, and would ask them to see that they are despatched first.

As to the responsibilities of the detention clerk, the witness said as follows:—

- (1) If a wagon is detained so as to incur demurrage, "we the Engineers" ask him why it had been detained beyond time.
- (2) The responsibility for demurrage lies upon the loading inspectors, but however "we ask Samuel also about the demurrage for the reason that he has to give the loading inspectors the timings, and the responsibility for demurrage falls upon him if he fails to give timings to the loading inspectors."

It is clear from what M.W.1 said that the duties of a detention clerk, so named, are more than mere clerical work. Demurrage would be incurred if loading is not done on time and the loaded wagons are not despatched in time. If the detention clerk, to use his local designation, is not watchful about the loading of the wagons in time so that they are despatched in time, the company may incur demurrage, and some times such demurrage may be heavy. Therefore it seems to me that detention clerk does not only the duties of a detention clerk as such, but also he has the responsibility to see to it that the loading and despatching is done on time. Ex. W5 is a letter which Samuel wrote to the Engineer intimating that certain empty wagons should be loaded in time and cleared by Pilot No. 3 and giving similar information, and requesting the Engineer to arrange that they should be loaded soon. Ex. W5/1 is letter from Samuel to the loading inspector at No. 5 incline, C.S. plant, intimating that certain wagons were taken into placement and that they should be cleared by Pilot No. 4. It is seen from these two letters that the duties of Samuel were not confined to merely noting the detention timings but also extended to seeing to it that the placements were properly made and also to give information to the loading inspectors about the placements and to impress upon them the necessity of loading and clearance on time. The detention clerk prepares the demurrage statement: I have already drawn attention to what M.W.1 said, viz., that if demurrage is incurred for exceeding the time of detention the responsibility for the demurrage falls upon the detention clerk also. M.W.2, Y. Luke, is also a detention clerk. He is in Grade-II. He was formerly magazine clerk in Grade-II, and he is among the staff found to be surplus in that department in the year 1956 whereupon he was transferred to the labour training pool. From that pool he was assigned the work of a detention clerk but continuing to get his Grade-II pay. He made a significant statement in his cross-examination when he said that there is no category of loading clerk in the establishment of the Singareni Collieries. When M.W.2 referred to loading clerks he was presumably referring to the clerks holding the local designation of detention clerks. Quite obviously the detention clerk has to keep a watchful eye on the progress of loading lest any delay might result in demurrage. That is the reason why the detention clerk prepares the demurrage statement. Thus it is seen that the duties of a detention clerk exceed the duties of a mere detention clerk and extend to keeping an eye upon the loading operations also. W.W.2 is a weigh bridge clerk. He said that it is the duty of the detention clerk to give directions to the loading inspector and the loading mazdoors so that the time allotted for loading and despatching is not exceeded, and that otherwise he would be responsible if demurrage is incurred. The witness said that it is also the duty of a detention clerk to keep an eye on the yard position. It is in evidence that the yard is nearly one mile long. Thus it is seen that expedition in loading operations depends upon the alertness and watchfulness of the so-called detention clerk, and since he may be held responsible for any demurrage, he has to see to it that loading is done on time and the wagons are despatched according to priority. This is evident from Ex. W5 and W5/1.

10. It may be that the management have locally created the designation of detention clerk. Part of the duties are no doubt of a detention clerk as such, but the more important part of his duties are of a loading clerk as pointed in the paragraph above. There is no category of detention clerk in either Grade-II or Grade-III appearing in the Appendix XVI to the Mazumdar Award. On the other hand the management do not have a category called loading clerk. I am clear that M. J. Samuel has been discharging the duties of loading clerk besides performing the duties of a mere detention clerk. That being so, the management is not justified in not placing M. J. Samuel in Grade-II in the scale of Rs. 48—100. My finding under Issue I is that he should be placed in the Grade-II in the scale of Rs. 48—100.

11. The next question is as to what is the point of time from which the scale in clerical Grade-II should be given to Samuel. The management have filed five documents. Ex. M1, dated 18th September 1961 is a memorandum of settlement between the management and the representatives of the workmen about Y. Luke (M.W. 2). According to it he was promoted from Grade-III to Grade-II with effect from 26th May 1956. It will be noted that Y. Luke (M.W. 2) has told us from the witness box that he was formerly a magazine clerk and that even though he was posted as detention clerk, his former grade-II was continued. But it will be noted that it was not until the workers' representative made an issue of it with the management that Y. Luke was given Grade-II in the month of September 1961 with retrospective effect from 26th May 1956. It was on this date that the Mazumdar Award had come into effect. Ex. M2, dated 16th March 1961 is a petition from a detention clerk K. Joseph for being given Grade-II because formerly he was working in that grade in the main stores.

Ex. M3 is information furnished about Joseph. Ex. M4 is a letter to the Pay Master intimating that Joseph's pay has been revised to the scale of 48—100. Ex. M5 is actually the order in respect thereof with retrospective effect from 26th May 1956. If anything, Exs. M1 to M5 help the claim of Samuel for payment in Grade-II scale with retrospective effect. But the question is what should be such point retrospectively. In respect of Luke and Joseph retrospective effect was given from 26th May 1965 because even at that point of time they were in Grade-II, viz., Rs. 48—100, and that is the date on which the Mazumdar Award came into effect. In other words, they should not have been put in Grade III at all by reasons of exigencies over which they had no control. The case of Samuel is somewhat different. It was not until early in the year 1964 that he had claimed that he should be given Grade-II. Therefore I direct that he shall be placed in the pay scale of clerical grade-II with retrospective effect from 1st January 1964. He shall be paid his arrears of pay accordingly. That is my findings under Issue No. 2:

Award passed accordingly.

Given under my hand and the seal of the Tribunal, this the 4th day of April 1966.

M. NAJMUDDIN,
Industrial Tribunal.

APPENDIX OF EVIDENCE

Witnesses examined for:

Workmen:

- W.W. 1: M. J. Samuel.
W.W. 2: S. Seshamraju.

Management:

- M.W. 1: L. Viswanadham.
M.W. 2: Y. Luke.

Documents marked for Workmen:

- Ex. W1.—Register showing the empties arrival and loads cleared by pilots etc.
Ex. W2.—Memo from the Junior Engineer to the Station Master, Bhadrachalam Road, Rly Station.
Ex. W3.—Register showing the loads and empty yard position.
Ex. W3/1.—Register showing the loads and empty yard position.
Ex. W4.—Detention register from 1st March 1965 to 8th April, 1965.
Ex. W4/1.—Detention register from 1st January 1965 to 25th January, 1965.
Ex. W4/2.—Register showing the yard position.
Ex. W5.—Letter from the workman Samuel to the Engineer, Rudrampur, dated 11th March 1965 about empties, etc.
Ex. W5/1.—Letter, dated 6th April 1965 from Detention Clerk to the Loading Inspector about the taking into placement of certain wagons.
Ex. W6.—Empty challan containing certain particulars.

Documents marked for Workmen:

- Ex. M1.—Copy of memorandum of settlement about Y. Luke.
Ex. M2.—Application of K. Joseph, Detention Clerk, submitted to the management requesting for the implementation of Grade-II.
Ex. M3.—Letter, dated 29th April 1961 from the Welfare Officer to the Jr. Personnel Manager, Rudrampur Division on the subject of application of Sri K. Joseph, Detention Clerk.
Ex. M4.—Letter from the General Manager to the Pay Master, Kothagudum, intimating the revision of pay of K. Joseph.
Ex. M5.—Circular No. P. 4/1666/4176, dated 6th October on the subject of revision of monthly grades.

M. NAJMUDDIN,
Industrial Tribunal.
[No. 7/14/64-LRII.]

S.O. 1241.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bansdeopur Colliery of Messrs New Bansdeopur Coal Company (P) Limited, Post Office Kusunda, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Bansdeopur Colliery of Messrs New Bansdeopur Coal Company (P) Limited was justified in refusing employment to Shri Sonaram Nonla, Pick Miner, when he reported himself for duty on the 25th January, 1965, on the plea that he had resigned from service? If not, to what relief is the workman entitled?

[No. 2/43/65-LR.II.]

ORDERS

New Delhi, the 15th April 1966

S.O. 1242.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Bhadigund Mine of Messrs Mysore Iron and Steel Limited, Bhadravati and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Shri R. Krishna Setty as the Presiding Officer, with Headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

I. Whether the action of the employers in relation to the Bhadigund Mine of Messrs Mysore Iron and Steel Limited, Bhadravati in denying promotion as Assistant Foreman to Shri H. K. Ramaiah was justified?

II. If not, to what relief is he entitled?

[No. 37/10/66-LRI.]

New Delhi, the 18th April 1966

S.O. 1243.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhulanbararee Colliery of Messrs Bhulanbararee Coal Company Limited, Post Office Patherdih, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Bhulanbararee Colliery of Messrs Bhulanbararee Coal Company Limited was justified in stopping the following three workmen from work with effect from the 5th January, 1966? If not, to what relief are these workmen entitled?

1. Shri Abhi Biswas, Pump Khalasi, E.B. No. 15027.
2. Shri Kefaith Mea, Pump Khalasi, E.B. No. 15064.
3. Shri Jahur Mia, Pump Khalasi, E.B. No. 15029.

[No. 2/37/66-LR.II.]

S.O. 1244.—Whereas the industrial dispute specified in the Schedule hereto annexed was referred for adjudication to the Industrial Tribunal, Bangalore, with Shri Mir Iqbal Hussain as Presiding Officer.

And whereas Shri Mir Iqbal Hussain relinquished his office of Presiding Officer of the aforesaid Industrial Tribunal on the 22nd February, 1965.

And whereas for the ends of justice and convenience of parties the dispute specified in the Schedule hereto annexed should be disposed of without further delay;

Now, therefore, in exercise of the powers conferred by section 7A and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri R. Krishna Setty, as the Presiding Officer with headquarters at Bangalore, withdraws the proceeding in relation to the aforesaid dispute from Shri Mir Iqbal Hussain and transfers the same to Shri R. Krishna Setty, Presiding Officer, Industrial Tribunal, Bangalore, for the disposal of the said proceeding with the direction that the said Tribunal shall proceed from the stage at which it is transferred to it and dispose of the same according to law.

SCHEDULE

S. No	Parties to the dispute	No. of reference and date	No. of order of reference and date of issue of the Gazette in which the order was published
1	Canara Banking Corporation Limited and their workmen.	F. No. 51(45)/65-LRIV	S.O. No. 827 dated the 5th March, 1966 published in Part II, section 3(ii) of the Gazette of India dated the 19th March, 1966, at pages 778 and 779.

[No. F. 51(45)/65-LRIV.]

H. C. MANGHANI, Under Secy.

(Department of Labour and Employment)

New Delhi, the 14th April 1966

S.O. 1245.—In pursuance of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby sets up a Regional Committee for the State of Kerala, consisting of the following persons:—

Chairman appointed by the Central Government

1. The Labour Commissioner, Government of Kerala, Trivandrum.

Two persons appointed by the Central Government on the recommendation of the State Government.

2. The Deputy Secretary (I) to the Government of Kerala, Finance Department, Trivandrum.
3. The Deputy Secretary (III) to the Government of Kerala, Health and Labour Department, Trivandrum.

Three representatives of employers appointed by the Central Government in consultation with the organisations of employers in the State.

4. Shri O. C. Mathew, Secretary, The Association of Planters of Kerala, Kottayam.
5. Shri P. Lakshmanan Pillai, Messrs Lakshmanan and Company, Quillon-4.
6. Shri T. P. Paul, B.A., B.L., Advocate, Court Road, Irinjalakuda.

Three representatives of employers appointed by the Central Government in consultation with the organisations of employees in the State.

7. Shri T. C. N. Menon, Advocate, Ernakulam.
8. Shri S. Varadarajan Nair, Indian National Trade Union Congress Office, Trivandrum.
9. Shri T. K. Divakaran, Municipal Chairman, Quillon.

Non-Official member of the Central Board of Trustees ordinarily resident in the State.

10. Shri M. M. Verghese, Messrs. A. V. Thomas and Company Limited, Post Box No. 47, Alleppey, Kerala.

[No. PF. II. 10(3)/59.]

New Delhi, the 18th April 1966

S.O. 1246.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, having regard to the location of the factories in implemented areas, (1) the Punjab Government Press, Sector 18, Chandigarh and (2) the Punjab Government Printing Press, Printing and Stationery Department, Punjab, Patiala, from the payment of the employers' special contribution leviable under Chapter V-A of the said Act for a further period upto and including the 10th March, 1967.

[No. F. 6(38)/65-HI.]

S.O. 1247.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories in implemented areas, hereby exempts the depots at Tondiarpet, Adyar, Ayana-varam, Tiruchirappalli and Coimbatore, belonging to the Madras State Transport Department from the payment of the employers' special contribution leviable under Chapter V-A of the said Act, for a further period upto and including the 23rd March, 1967.

[No. F. 6/36/65-HI.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 15th April 1966

S.O. 1248.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen which was received by the Central Government on 5th April, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT 91 of 1964

Employers in relation to the Bombay Port Trust, Bombay.

AND

Their workmen (represented by the B.P.T. General Workers' Union).

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the Bombay Port Trust—Shri M.R.S. Captain, I.O.M.:, Solicitor, Legal Adviser, with Shri R. K. Shetty, Deputy Legal Adviser.

For the B.P.T. General Workers' Union—Shri Moitra, General Secretary, with Shri J. K. Aamaral.

Dated at Bombay this 1st day of April, 1966

INDUSTRY: Major Port.

STATE: Maharashtra.

AWARD

1. On a joint application of the parties abovenamed, the Central Government, by the Ministry of Labour and Employment's Order No. 28/99/64-LRIV, dated 12th October, 1964, made in exercise of the powers conferred by sub-section (2) of section (10) of the Industrial Disputes Act, 1947, was pleased to refer the industrial dispute between the parties abovenamed in respect of the subject-matters specified in the following schedule to the said Order, to me for adjudication:—

SCHEDULE

"Whether there is any justification for the grant of risk allowance to the Assistant Cashier (Bunders) and to the indoor clerks of the Docks Department employed as Cash receivers in the Cash office in the Docks, having regard to the T.R. No. 687 of 1946 and the award of the learned Arbitrator, Shri F. Jeejeebhoy relating to the demand No. 19 in Arbitration No. 2 of 1959 between the Trustees of the Port of Bombay and their employees, represented by the B.P.T. Railway-men's Union? If so, what should be the quantum of such allowance?"

2. After the usual notices were issued, the B.P.T. General Workers' Union (hereinafter referred to as the Union) filed its written statement of claim, dated 7th November, 1964, and the Bombay Port Trust after a considerable delay, filed its reply, dated 22nd February, 1966.

3. The history of this dispute appears to be that on 3rd January, 1962, the Union addressed a letter to the Secretary, Bombay Port Trust, claiming grant of risk allowance to employees having to handle cash. In that letter he referred to the T.R. No. 687 of 12th October, 1946, which has been annexed to the B.P.T.'s written statement as Annexure No. 2. The Union submitted that the said resolution supported the demand of special pay to the staff working in the cash offices of the various other departments of the Port Trust on the ground that employees handling large amounts of cash deserve some compensation for the risk that they run and the responsibilities they shoulder in the discharge of their duties. On that basis, the Union claimed that the Assistant Cashier (Bunders) and the indoor clerks of the Docks Department employed as Cash receivers should be granted special risk allowance. Certain correspondence ensued, which has not been filed before me, and on 13th August, 1964, the Assistant Secretary of the Port Trust forwarded to the General Secretary of the Union the terms of reference for adjudication of that dispute, which are the same as in the schedule to the order of reference herein, and asked for his concurrence which the latter conveyed by his letter, dated 7th September, 1964. It is admitted that the draft of the terms of reference is that of the Bombay Port Trust, and that the reference to the Jeejeebhoy award therein was made at the instance of the Bombay Port Trust. At the hearing before me, neither party led any evidence and both parties have relied on the annexures to the B.P.T.'s written statement. Before entering on the merits of the demand, I must state that this demand has been made on behalf of only 9 clerks at the Alexandra Docks, 7 clerks at the Princess and Victoria Docks and 1 Assistant Cashier (Bunders).

4. In support of the demand, Shri S. Moitra, mainly relied upon the memorandum of the Chief Accountant of the Bombay Port Trust, dated 15th November, 1946, by which he forwarded a petition from the cash office staff of his department for the grant of some compensation for the risk and responsibility borne by them in the discharge of their duties, which entailed handling of large amounts of cash and working at odd hours. In his remarks, the Chief Accountant observed as follows:—

"Certain men working in the cash offices of this Administration have to work as Paymasters. They have to make payments to a large number of men and have to deal quickly with varying sums comprising currency notes and coins of various denominations. Their duties are

onerous and involve a certain amount of risk of making over payments which they have to make good.

In his memorandum, the Chief Accountant said that both in the Railways and in the Bombay Municipality a special pay is paid to the staff who handle cash and he gave the particulars of the special pay granted by these two bodies. The Chief Accountant recommended to the Board of Trustees the grant of special pay of Rs. 10 per month with effect from 1st November, 1946 to the holders of the 17 posts shown in the lists annexed to the memorandum. The Chairman of the Port Trust gave prior approval to the said proposal and remarked that the practice in other organisations would justify the allowance. Thereupon, the financial and general committee recommended that the Chief Accountant's proposals be approved with effect from 1st November, 1946, and the Trustees by Resolution No. 687, dated 10th December, 1946, approved of the recommendation of the Committee (Ex. E2). Shri Moltra relying upon (Ex. E2) has urged that the special pay was granted to those categories of workmen because they handled the cash, and that nowhere was it stated in Ex. E2 that these cashiers and clerks were granted the special pay because they were disbursing cash. He has urged that the principle underlying T.R. No. 687 was that grant of cash allowance would be justified because of the risk involved in handling cash. He has at page 7 of his written statement relied upon observations made by the Port Trust in its written statement in reply in arbitration No. 2 of 1959 where the B.P.T., after referring to the grant of special allowance to clerks 'B' scales and clerks 'A' scale in certain departments of the Port, had observed as follows:—

"under the circumstances, in order to compensate them for the risk involved and for the extra responsibilities shouldered by them in carrying out these additional duties which do not form part of their normal duties, A and B scale clerks should be compensated by payments of special pay of Rs. 10 only per month, which is termed as risk allowance."

He has, therefore, urged that the special allowance must be deemed to have been granted for the additional risk, these workmen run on handling large amounts of cash. As instance thereof he showed from the records that the Assistant Cashier (Bunders) on 1st March, 1962, had handled the sum of Rs. 8,842 through "chappas" and Rs. 268 through bills and on 5th March, 1962, he had handled Rs. 23,541 through "chappas" and Rs. 10,653 through bills. He has stated that both the Assistant Cashiers Bunders and the indoor clerks of the Docks Department employed as cash receivers in the docks have to receive large sums of monies and that they run the risk of receiving less amounts or counterfeit notes or coins. He has stated that these workmen also run the risk of returning more money than is required to be returned by way of change. He has urged that there is no rule by which parties making payments are asked to deposit the exact amounts due from them. In other words, his contention is that the Assistant Cashier Bunder and these clerks who are asked to act as cash receivers, handle large amounts of cash in receiving payments and handling out change, for which they are entitled to be compensated by grant of a risk allowance. With regard to the Assistant Cashier, he has argued that in as much as the Assistant Cashier in the Docks Department is entitled to payment of risk allowance under the terms of T.R. No. 687, the Assistant Cashier Bunder would also be entitled to the same. I may pause here and state that there is only one person holding the post of Assistant Cashier (Bunder) and therefore, this demand as far as the assistant cashier bunders is concerned is in respect of one employee only.

5. With regard to the award in reference No. 2 of 1959, Shri Moltra has stated that the employees concerned in this reference were not parties to that arbitration, which was in respect of the clerks in the Goods and Commercial Departments of the B.P.T. Railways. He has urged that there could be no application of the principle analogues to the principle of resjudicata on the basis of the award in Reference No. 2 of 1959. He has urged in conclusion that the Assistant Cashier Bunders and the A and B clerks are not trained to handle cash, and therefore, as in fact they do handle cash though only in receiving amounts and paying out change they, all the same, run a risk and should, therefore, be compensated by payment of a cash allowance, particularly when they have on occasions to make good shortage in cash.

6. Shri R. K. Shetty, the Deputy Legal Adviser to the B.P.T. has urged that as the Assistant Cashier Bunders and the A and B scale clerks do not disburse cash, they are not entitled to lay a claim for a cash allowance. He has for that relied upon the decision of the Supreme Court in the case of the Canara Bank Limited and another and Anant Narayan Surkand (1963 II LLJ, page 343). The question that fell for consideration in that case was whether the concerned clerk was entitled to the monthly special allowance of Rs. 15 under the provisions of para

164(b)(7) of the Sastry Award. The concerned clerk had, by an application under Section 33(c)(2) of the Industrial Disputes Act, 1947, claimed that he was entitled to the special allowance as he was working as a cashier in charge of the cash at a branch of the Bank. On the evidence on record, it was found that the clerk was in-charge of cash at the branch and their Lordships held that the reference to charge of cash in para 164(b)(7) of the Sastry Award could only mean such charge as is effective during the day while transactions are going on in the Bank. Their Lordships held that where the evidence on record showed that the paying-cum-receiving clerk employed at one of the branches of the Bank used to receive first thing in the morning cash in the single lock-box and such other sums as might be withdrawn from the double-lock-box, and he had to carry on both receiving and paying transactions during the course of the day with the help of the cash to be dispersed in the morning and at the end of the day he had to account to the Agent, it must be held that throughout the day the concerned workman was in charge of the cash in the single-lock and had to account for it at the end of the day, and therefore, he was entitled to the special allowance of Rs. 15 admissible to these workmen as cashiers-in-charge of the cash at the branch of the Bank. Relying upon this decision and the provisions in para 5:257 of the National Industrial Tribunal (Bank Disputes) (Award of Justice Shri K. C. Desai) Shri Shetty has argued that unless it was established that the Assistant Cashier (Bunders) and these clerks were also disbursing cash they could not be deemed to be entitled to payment of any risk allowance.

7. In my opinion, under the terms of reference, the claim has to be decided on the basis of T.R. No. 687, dated 10th December, 1948. No doubt that T.R. does refer to the practice prevailing in the Railways and Municipality of granting special allowance to these workmen who handle cash, but reading the note of the Chief Accountant and the specific mention of the fact that those workmen for whom the claim was made were working as pay masters and bearing in mind that the memorandum contained the following observation:—

"They have to make payment to a large number of men and have to deal quickly with varying sums comprising of currency notes and coins of various denominations. Their duties are onerous and involve a certain amount of risk of making over-payments, which they have to make good",

it must be held that T.R. No. 687 contemplated payment of cash allowance to those who also did the work of disbursing cash. In the instant case, it is not denied that these Assistant Cashier (Bunders) and their clerks have not to make payments to parties. The only thing they do by way of payment is to give out change, but such payment cannot possibly involve so much risk as was contemplated by the T.R. No doubt they do receive cash and in that sense they do handle cash to which work also there is reference in the T.R. But the emphasis in the T.R. is on the work of pay masters and the risk involved in that work. Therefore, reading that resolution as a whole it must be held that the special pay was granted to those categories of clerks because of the risk involved in their handling large amount when making payment, which would involve greater risk of over payment than the handling out change or when receiving amounts.

No doubt the workmen concerned in arbitration reference No. 2 of 1962 were workmen concerned in two departments of the B.P.T. but there the allowance was revised because the function of those clerks was only to receive money from consignees at the Station. Reference in that Award is also made to the Classification and Categorisation Committee (Jeejeebhoy Committee) having not granted any special allowance or risk allowance to these categories of workmen. To the workmen concerned in this reference also, the Jeejeebhoy Committee did not grant any extra allowance.

Though I cannot say that there is complete absence of risk in the work of handling the amounts which the workmen concerned in this reference receive from customers, it appears that there is no practice in the Bombay Port Trust of paying any special allowance for workmen who merely receive such amounts. Certainly T.R. No. 687 does not provide for payment of the risk allowance to those who do not make payments of substantially large amounts. I am told that in various departments of the B.P.T. there are Bill Receivers who are not paid any risk allowance because they only receive cash. I, therefore, hesitate to create a precedent by allowing this demand, particularly as the question of scales of pay for various categories for Port and Dock Workers are under consideration by the Wage Board for Port and Dock Workers, and it will be more appropriate for these workmen to agitate this claim before that forum.

8. In the result, I hold that the Union has failed to make out that there is justification for the grant of risk allowance to the Assistant Cashier Bunders and the indoor clerks of the Docks Department employed as cash receivers in the Docks offices in the Docks and I award accordingly.

9. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

[No. 28(99)/64-LRIV.]

S.O. 1249.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen which was received by the Central Government on 5th April, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE NO. CGIT 5 OF 1965

Employers in relation to the Bombay Port Trust, Bombay.

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Bombay Port Trust.—Shri M. R. S. Captain, Solicitor, I.O.M. Legal Adviser, with Shri R. K. Shetty, Deputy Legal Adviser, and Captain S. Chatterjee, Harbour-Master, B.P.T.

For the workmen.—Shri S. K. Shetye, Asstt Secretary, Bombay Port Trust Employees' Union.

Dated at Bombay this 1st day of April, 1966

INDUSTRY: Major Port.

STATE: Maharashtra.

AWARD

1. On a joint application of the parties, the Central Government, by the Ministry of Labour and Employment's Order No. 28/138/64-LRIV, dated 21st January 1965, made in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (Act XLV of 1947), was pleased to refer the industrial dispute between them in respect of the subject-matters specified in the following schedule to the said Order, to me for adjudication:—

SCHEDULE

"Whether the existing system for the Signalling staff at the Port Signalling Stations at Ballard Pier and Butcher Island under which each shift consists of 8 hours normal duty, 2 hours overtime and 2 hours variable recess, needs any modification, and if so, in what respect?"

2. Though the joint application to Government for reference was signed on behalf of the workmen by the Bombay Stevedores and Dock Labourers' Union, the written statement of claim herein dated 1st November 1965, has been submitted by the Bombay Port Trust Employees' Union, another registered trade union of the workmen of the Bombay Port Trust. This has given rise to the first legal objection urged by Shri R. K. Shetty, the Deputy Legal Adviser to the Bombay Port Trust. Shri Shetty has urged that this reference cannot be prosecuted by the B.P.T. Employees' Union (hereinafter referred to as the Union), because the Joint application for reference to government was made by the Bombay Stevedores and Dock Labourers' Union. He has, in support relied upon the judgment in the case of the workmen of Dharampal Premchand and Dharampal Premchand (1965 1 LLJ, page 668) and the Award of the learned Industrial Tribunal at Dhanbad, reported in the Gazette of India, dated 1st January 1966, page 73 para: 77, both of which can have, in my opinion, no application to the admitted facts of this case. It is admitted that in all 15 workmen employed at the Port Signal Stations at Ballard Pier and Butcher Island are involved in this dispute. Shri H. N. Trivedi, President, Bombay Stevedores and Dock Labourers'

Union, by his letter dated 8th March 1965 informed this Tribunal that the workmen concerned in this dispute had resigned from his Union, and therefore, his Union did not propose to file the written statement of claim in this dispute. Thereafter, the written statement of claim was filed by the Bombay Port Trust Employees' Union on 1st November 1965, and it is admitted that all the 15 workmen concerned in this reference joined the Union on 2nd February 1965. The fact that they joined the Union after the dispute was raised and the joint application was made by the Bombay Stevedores and Dock Labourers' Union would in my opinion, make no difference. The important fact is that these workmen were members of the Bombay Stevedores and Dock Labourers' Union, on the date the dispute was raised. The only thing that has happened is that instead of being represented by that Union, they now desire to be represented by the B.P.T. Employees' Union. The fact that there has been a change of affiliation from one union to another does not put an end to this industrial dispute and under Section 36(1) of the Act, these workmen are entitled to be represented at the hearing by the office-bearers of the Union to which they now admittedly belong. In my opinion, there is no substance in the contention urged by Shri Shetye against the maintainability of this dispute, and the right of the Bombay Port Trust Employees' Union to represent these workmen, and the first legal objection therefore is rejected.

3. The second objection urged by Shri Shetye is that this dispute must be deemed to have already been adjudicated upon by the Award of Shri Meher, the learned Industrial Tribunal, in Reference Nos. ITCG 1 and 3 of 1963 [Gazette of India Part II, Section 3(ii), dated 2nd January 1965 at pages 21—43 at para 54], and on the principle analogous to the principle of resjudicata this dispute must be deemed not to be maintainable. Now, the dispute referred to Shri Meher was with regard to the removal of anomalies in the scales of pay prescribed by the Classification and Categorisation Committee (popularly known after its Chairman as the Jeejeebhoy Committee). The terms of reference in ITCG 1 and 3 of 1963 and 1 of 1964 to Shri Meher were:—

- (a) whether there are any anomalies in regard to any of the pay-scales recommended by the Tripartite Committee set up by the resolution of the Central Government in the Ministry of Transport and Communications, Department of Transport No. 23-PLA(91)/58, dated 23rd August, 1958, published in Part I of the Gazette of India Extraordinary of the 25th August, 1958, in respect of the category of posts listed in the Annexure?
- (b) if so, what modification, if any, would be made in the scales of pay recommended by the said committee of the posts listed in the Annexure having regard to the directions contained in para 2 of the said Resolution?

Shri Shetty for the B.P.T. has also relied upon the written statement filed in the proceedings before Shri Meher by the B.P.T. General Workers' Union on behalf of these workmen in support of the better scales of pay which these workmen had claimed in the references before Shri Meher. It may be stated that Shri Meher by his award in the disputes referred to him rejected the claim put forward by these workmen for better scales of pay than had been fixed by the Jeejeebhoy Committee. Shri Shetty has also sought to support this legal objection by the observations made by me in my award, dated 19th October 1965 published in the Gazette of India Part II, Section 3(ii), dated 13th November 1965 at pages 3690 to 3691 in an earlier dispute between the Bombay Port Trust and the B.P.T. Employees' Union in respect of extra payment to 'A' scale clerks attending to the issue of materials in the Stores Department. The subject-matter of that dispute was whether 'A' scale clerks attending to the issue of materials of the Stores Department should be given any extra payment, and if so, what should be the quantum of payment and from what date should the payment be made. In my opinion, there is no substance in this contention of Shri Shetty, which, incidentally, was not urged in the written statement filed by the Bombay Port Trust in this dispute, but has been put forward at the hearing as a legal objection going to the root of the matter. The dispute that has been referred to me in this reference is whether the existing system of work with regard to employees at the Port Signalling Station of the Bombay Port Trust at Ballard Pier and Butcher Island under which each shift consists of 8 hours normal duty, 2 hours overtime and 2 hours variable recess, needs any modification, and the claim as made by the Union in correspondence and in the statement of claim herein is for 4 hours overtime in the existing 12 hours shift. This is thus, not a reference with regard to improvement of the scales of pay of these workmen, which was the subject-matter with which Shri Meher was directly concerned. In my award in reference No. CGIT 4 of 1965, I have referred to

Shri Meher's award in reference Nos. ITCG 1 and 3 of 1963, because in that dispute the question to be decided was whether the scales of pay for 'A' scale clerks needs a revision. That demand had come in for consideration both by the Jeejeebhoy Committee and by Shri Meher, and it was for this reason that I felt a fresh adjudication on the demand for revised scales of pay for 'A' scale clerks in the reference to me was not justified. The nature of the demand in the instant case is different from the one which Shri Meher was called upon to consider in Reference Nos. ITCG 1 and 3 of 1963 in respect of the employees at the Port Signalling Station, and that award or the written statement made by the Union in the proceedings before Shri Meher, cannot be deemed to be a bar for adjudication of this dispute, for which there was a joint application both by the Bombay Port Trust and the Union then representing these workmen. I am inclined to think that this legal objection urged is an after-thought, and has no merit. The objection is, therefore, rejected.

4. On the merits, both parties have filed a number of documents in support of their respective contentions, and the Union has examined two Signalmen of the Port Signal Station, Sarvashri V. D. Bhaksi and Gillan Salamath, whilst the Bombay Port Trust has examined Shri S. V. Mudras, Senior Clerk in the Deputy Conservator's office.

5. It appears that originally till 1947, the Port Signal Station was worked in 2-shifts of 12 hours each. Sometime thereafter, however, 3-shift working was introduced. Later, on 7th February 1957 (see Annexure 2 to the B.P.T.'s written statement), the workmen of the Port Signal Station addressed a representation to the Chairman, requesting him to reintroduce the 2-shift system. One of the grounds in support of the change was that it would enable the Signalmen to earn increased emoluments on account of the incidence of overtime. Their demand was for 2 shifts, each shift to consist of 8 hours work, with 2 hours overtime and 2 hours variable recess. On 22nd July, 1959, the Port Signal Staff addressed another representation to the Deputy Conservator for some additional appointments of Chief Signalmen, and leading signalmen. Thereafter, a settlement was entered into on 30th May 1960, between the Bombay Port Trust and Shri H. N. Trivedi, President, Bombay Stevedores and Dock Labourers' Union, which then represented these workmen, by which it was agreed, "to introduce with effect from about 1st July 1960, 2-shift working of 12 hours each, with a variable recess of 2-hours in each shift at the Port Signal Station at Ballard Pier and Butcher Island for the signal staff", and this system has been in force since then. The Union's demand in this reference is that the Port Signal staff should be granted 4 hours overtime in each shift of 12 hours instead of the existing 2 hours overtime. The Union has in its written statement and the evidence oral and documentary tendered by it at the hearing, sought to support this demand on the following main grounds:—

- (1) that shipping generally and the docking and undocking of ships in the Port of Bombay has increased considerably during the last few years from 1951-52 to 1964-65, thereby increasing the work of the staff at the Port Signal Station to such an extent that they are not able to avail themselves of the 2 hour variable recess.
- (2) that because of the increase in the shipping and consequent pressure of work on the present staff of the Port Signal Station, the present staff of the Port Signal Station is inadequate, as a result of which the staff posted at these stations are not able to avail themselves of their recess.
- (3) that the nature of the duty of the staff of the Port Signal Station is such that it keeps them busy throughout the working hours; that their work is such that it must be attended to promptly and cannot be kept pending for any reason.
- (4) that the workmen at the Port Signal Station have to work in unfavourable working conditions without proper amenities and sanitary arrangements.

On these grounds, in para 13 of its written statement, the Union has made the following prayer:—

"For the reasons stated above and also for the various other reasons the Hon'ble Tribunal may be pleased to pass an order directing the employers to modify the existing working rules of the Port Signal Staff granting them 4 hours overtime in a shift of 12 hours".

The Union in para 14 of its statement of claim has pressed for retrospective effect to be granted to their demand from 1st April, 1961.

6. The Bombay Port Trust, in its written statement dated 19th January 1966, has opposed this demand. It has denied the various statements in support of the demands made by the Union in its written statement. Briefly, the Bombay Port Trusts' case is that there has not been a substantial increase in the shipping and pilotage acts in Bombay Port between 1959-60 and 1964-1965. It has in a statement (Annexure 1 to its written statement) given the details of the workload of the signalling staff, and in support of the correctness therein has examined Shri S. V. Mudras, Senior Clerk in the Deputy Conservator's Office (EW.1). According to the Port Trust, the Signalling Staff is actually employed at work for not more than 2 to 3 hours in each shift and that they have sufficient leisure to enjoy their recess period. It has also relied upon the various statements made in the excerpt from the proceedings of the meeting of the Trustees of the Port of Bombay held on 31st May 1960, when T.R. No. 449 was passed sanctioning the introduction of 2 shift working of 12 hours each at the Port Signal Station with 2 hours overtime and 2 hours variable recess (Annexure 3 of its written statement). It has also relied upon a report made by Shri R. D. Railkar (Annexure 4 to the written statement of the Port Trust), who was the then office superintendent in the Deputy Conservator's office, and in which he had on inspection noticed that all the Port Signal Staff were not fully employed on their duties.

7. In this dispute, the demand of the Union as stated earlier, is for payment of 4 hours overtime instead of the present practice of paying two hours overtime. The main ground urged in support of this demand is that the Port Signal staff is kept continuously so busy that they in fact are not able to enjoy the 2 hours recess, provided for them. The onus of proving this would, of course, be on the workmen. At the outset, I may state that I readily accept the Union's contention that the Port Signal staff both at Ballard Pier and Butcher Island are doing really important and responsible work. They are, in a sense, as urged by Shri S. K. Shetty, Asstt. Secretary of the Union, the eyes and ears of the Bombay Docks. I, therefore, deprecate the attempts made by Shri R. K. Shetty the Deputy Legal Adviser of the B.P.T. to belittle and minimise the importance of the work of the Port Signal staff. But in terms of this dispute, I am not called upon to consider what should be the proper or fair remuneration for the type of work which these Port Signal staff are doing. What I am called upon to decide, is whether the existing system of work in which each shift consists of 8 hours normal duty, two hours overtime and two hours variable recess needs any modification. The modification which the Union seeks, as stated in Para 13 of its written statement of claim is that the Port Signal staff should be granted 4 hours overtime in a shift of 12 hours. Therefore, the question for determination is whether the Union has succeeded in establishing that the Port Signal staff in each shift is so continuously engaged in work that they are not in a position to avail themselves and in fact do not avail themselves of two hours recess.

8. At the hearing, the muster-rolls of attendance at the Port Signal Station for the period 14th September 1962 to 27th March 1963 (Ex. E1) and for 28th February 1965 to 31st December 1965 (Ex. E2) have been produced. Now, in Ex. E1, as also in part of Ex. E2 the entries with regard to recess hours for each of the staff have been duly entered. No entries, with regard to the recess period have been made in Ex. E2 after 17th April, 1965. I am not at all impressed by the argument that the absence of any entry in the recess period column in the Muster Roll Ex. E2, goes to prove that these workmen did not in fact enjoy any recess in their respective shifts during that period. With regard to the period in the Muster Rolls (Ex. E1 and Ex. E2), for which entries of the recess hours have been made, the Union's case is that these workmen were forced and coerced into making those entries, though in fact they did not enjoy those recess periods. If that was really so, one would expect the Union to have raised a protest regarding it from the time the workmen were asked to make such entries on the introduction of two shift working. Certain letters which the Union had addressed to the Bombay Port Trust are on file as Ex. W2, 3, 4, 5. Of these, Ex. W3, which is the letter dated 29th September 1961, is the first in the chronological order. That letter really enumerates the grievances which these workmen wanted to be redressed. In para 4 of that letter the Union had stated that the duties of the staff at the P.S.S. at Ballard Pier were continuous and onerous and that they were in fact unable to take two hours recess that they are expected to take in the 12 hours shift. They then referred to the Trustees having resolved to grant three hours overtime wages in the twelve hours shift to the shore-crew of Alexandra Docks, and the Union has stated that the case of the P.S.S. men was similar. Incidentally this letter was addressed by the President of the Bombay Stevedores' and Dock Labourers' Union, and it is clear from the perusal of that letter that the demand for three hours overtime was inspired because the same had been granted to the Alexandra Docks workers. If the P.S.S. were not enjoying any

recess whatsoever, surely the demand would not be for three hours overtime, but would be for four hours overtime. It appears to me that in the demand for three hours overtime was made by this letter more because the shore-workers at Alexandra Docks had been granted three hours overtime. I have in my previous awards dealt with the special circumstances under which the B.P.T. came to grant three hours overtime to its shore-crew at Alexandra Docks, and there is absence of any such special circumstances in the case of the Port Signal staff. The next letter on which the Union relies is a letter dated 8th October 1963 addressed by the President of the former union, the Bombay Stevedores and Dock Labourers' Union, where several demands were made on behalf of the Port Signal staff. No doubt there the demand is made for the Port Signal staff being granted four hours overtime instead of two hours overtime per shift. The ground is stated that they do not find time to avail themselves of the two hours recess. The next letter in its chronological order is Ex. W5 which was addressed on 5th February 1964. That letter is a justification of the demands made by that union on the 8th October, 1963 i.e. by Ex. W4 and with regard to the demand No. 6, the Union has stated further details, which were as follows:—

"The demand is self explanatory. The Signal Station is in close proximity to the Alexandra Docks. It is not possible for the men to take even variable recess and many times in view of the urgent work which the men on duty cannot cope, they are called up for duty and they have to leave their meals in the middle. We feel that this consciousness of duty on the part of Signalmen is not only not appreciated but not even taken notice of. Perhaps only when they follow somebody else's advice and show you in actual practice that some very important messages remained unattended due to shortage of staff, you will realise the gravity of their demand."

The next letter is dated 17th August 1965 (Ex. W2) and it was addressed by the General Secretary of the Employees' Union, which is representing the workmen at the hearing. In this letter, Union has stated that the Port Signalling staff are being asked to make entries regarding the recess hours, and were threatened that disciplinary action would be taken, and that it was not part of their duty to make such entries. The General Secretary of the Union further stated that the nature of the work of the Port Signal staffs was such that none of them could have any recess. But with regard to this letter, it is significant that it was addressed on 17th August 1965, long after the dispute had been referred to adjudication, and it is difficult to resist the temptation to consider it as more in the nature of an attempt to create evidence in support of the demand pending adjudication than otherwise. No doubt these letters show that the Port Signal staff had been stating that they have not been able to enjoy their recess period but there is not sufficient convincing of evidence, either documentary or oral, to support this story.

9. I have had the benefit of inspection of the Port Signal Station at Ballard Pier, with the representations of the parties, it is admitted that the Port Signal staff do go down to the first floor of the station where, there is a kitchen and a bhandari annexed to a dormitory in which some members of the staff reside. On the evidence on record, I am inclined to think that though the specified two hours recess is entered in the muster-roll as being a continuous period of two hours in actual practice these workmen do avail themselves of the two hours recess, though it may be that they do not always take it altogether in one stretch. It is admitted that the provisions of the Minimum Wages Act apply to these workmen and if, as stated, by these workmen, they have since 1961 not enjoyed any recess at all, and have been made to work during the recess hours also, it would be difficult to believe that they would have remained quiet and not made a complaint to the Inspectorate under that statute, for being thus not only deprived of their recess period, but also not being paid for having worked extra overtime during the recess period. The Union's case is that there has been such an increase in the general shipping in the Bombay Docks and in the docking and undocking of ships, and consequent increase in their work as not to leave them any time to avail themselves of the recess period. I do not accept Shri Shetty's argument that from the figures cited at the hearing, it is established that there has not been any increase in shipping or in the docking and undocking of ships and consequent increase in the work of these workmen. There is no doubt that their work requires vigilance during the shift, but I am not satisfied that though there are three and at times four signalmen in each shift they are all so busy that they cannot find time to enjoy their recess.

10. With regard to the work of the signalmen, I accept the evidence of (E.W.1). I am satisfied that the statement annexed to the B.P.T's written statement

(Annexure 1) gives a correct picture of the number of messages by (1) radio telegraphy, (2) by light and flags and telephone recorded by the signalmen in these logs. I also accept entries of arrival and departure of ships at Ballard Pier and Butcher Island, made in the logs maintained for the purpose. In 1965, there were in all during that year 34,833 entries made in those four logs, which would mean that there were on an average 96 entries made per day in these four logs. On the basis that in the day shift there are four signalmen (including the head signalmen) on duty and three signalmen on duty in the night shift, the number of messages received and other entries relating to the arrival and departure of ships made in the log books would work out to about 14 entries per day per signalman. There was considerable discussion at the hearing as to how many minutes on an average it takes a wireless message by radio telephone and message by light, flags and telephone to be received or sent out. I am afraid, the workmen have tried to exaggerate and Shri Shetty the Deputy Legal Adviser for the B.P.T. to minimise the average time taken over each such message. But even on a liberal estimate, there is no doubt that the entries made in the four logs, referred to above, could not be occupying each signalman for more than half the period in each shift. I readily accept the workmen's statement that all messages received are not entered nor are required to be entered into the log-books. There are many messages of a routine nature which are in fact received but not entered in the log book. Even so and allowing that when they are not engaged in actual receiving or sending out messages and entering them in the log books, the Port Signal staff has to be vigilant and on the look-out for any messages that may be being sent out to them, I am not satisfied that the Union has established that the Port Signal Staff are kept so busy throughout the period of each shift that they do not have sufficient time to enjoy or in fact do not enjoy the two hours recess in each shift. I am inclined to think that in fact they have more than sufficient leisure to enjoy their recess. It may be that each member of the signal staff may not be getting his recess of two hours at a stretch, but there is no doubt in my mind that they in fact do enjoy two hours recess during each shift, and my visit to the P.S.S. created an impression which supports this conclusion.

11. Much has been made of the fact that there are entries in the log books of messages received by signalmen during the period when according to the muster-roll they were supposed to be having their recess. Gillan Salamath (W.W.2) in his evidence has tried to support this story of the Union. Though I was impressed by the manner in which this witness gave evidence, yet I am of the opinion that his evidence taken as a whole cannot be said to have substantiated the case of the Union. It appears to me that the practice in the P.S.S. is to treat the recess period which is variable as being available in broken periods during the 12 hours shift. The fact that it is not denied that the majority of the Port Signal Staff do take their meals on the first floor of the Port Signal Station at Ballard Pier where there is a dormitory and the service of a bhandari for the residents of the dormitory would lead to the conclusion that these Port Signal Staff members do avail themselves of the facilities offered there for the purposes of taking their meals at the time they take their recess. I am inclined to think that these workmen have made this claim because the shore-crew in the Alexandra Docks have got three hours recess and the flotilla crew are getting four hours overtime.

12. Whilst I am of the opinion that the Union has failed to establish that these workmen do not enjoy their recess period, I am at the same time of the opinion that these men are doing very important work vis-a-vis the running of the major port of Bombay. They seem to be suffering from a feeling that their service conditions should be improved, and at the hearing before me expression to this was given to this feeling in rather strong terms by their Union representative as also by their witnesses. It is not for me to decide whether they have any case or not for improvement in their existing scales of pay and other terms and conditions of service, but I cannot help recording that they seem to be feeling that they are not getting their just dues nor is proper recognition being accorded to the important work they are doing. There is at present a Wage Board constituted by the Central Government which is going into the question of the proper wage-structure for various categories of Port and Dock workers, including these workmen. These workmen have got an interim wage increase recommended by the Wage Board, and it would be for them to project their case for a proper wage increase before that Wage Board. That does not, however, justify their demand for 4 hours overtime.

13. In the result, I hold that the Union has failed to make out a case that the existing system of work for the signal staff at P.S.S. at Ballard Pier and Butcher Island under each shift consists of 8 hours normal duty 2 hours overtime and 2

hours recess needs any modification. The demand of the Union, therefore, fails, and is rejected.

No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.
[No. 28/138/64/LRIV.]

ORDERS

New Delhi, the 14th April 1966

S.O. 1250.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to Messrs New India Maritime Agencies (Private) Ltd. Madras and their workmen in respect of the matters specified in the Schedule hereto annexed;

and, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri O. V. Balaswami shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

1. Whether the management of the New India Maritime Agencies Private Limited, Madras was justified in terminating the services of Sarvashri T. Parthasarathy and T. N. Prabhakaran with effect from the 30th September, 1965? If not, to what relief the workmen are entitled?
2. Whether the management of the New India Maritime Agencies Private Limited, Madras was justified in not paying Dearness Allowance and interim relief, as recommended by the Central Wage Board for Port and Dock Workers at Major Ports to their workmen employed in the Harbour office? If not, to what relief are the workmen entitled?

[No. 28(118)/65-LR-IV.]

S.O. 1251.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Malabar Group of Shipping Companies comprising (1) Malabar Steamship Company Limited, Cochin (2) Messrs New Dholera Steamships Limited Cochin (3) The National Steamship Co. Ltd. Cochin-2. (4) Messrs New Dholera Shipping and Trading Company Limited, Cochin-2 and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

1. Whether the workmen are entitled to revision of the existing pay scales and dearness allowance. If so, to what extent, and from what date such revision is to be given effect to and how the workmen are to be fitted in the revised pay scales?

2. Whether the demand for linking the dearness allowance with the cost of living index is justified? If so, how the dearness allowance is to be paid and from what date?

3. Whether the following demands of the workmen are justified? If so to what extent and from what date?—

- (a) Special allowance for clerks doing typing work,
- (b) Medical Aid,

- (c) Revision of Provident Fund rate,
- (d) Raising of retirement age,
- (e) Increase in the gratuity.

4. Whether the workmen are entitled to bonus for the years 1961-62, 1962-63 and 1963-64? If so, to what extent?

5. Whether the demands for free supply of uniforms, footwear and umbrellas to the peons, watchmen and drivers and free supply of umbrella and rain coats to the clerks doing outdoor duties are justified? If so, to what extent?

6. Whether the action of the management of Messrs Malabar Steamship Company, Limited, in dismissing Shri N. Gangadharan, driver, is justified? If not to what relief is he entitled?

[No. 28(86)/65-LRIV.]

S. A. SESHAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 16th April 1966

S.O. 1252.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Bombay Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, in clause 6, in the first proviso for the words "not less than rupees five hundred", the words "rupees six hundred and above" shall be substituted.

[No. 522/17/63-Fac.]

S.O. 1253.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Madras Dock Workers (Regulation of Employment) Scheme, 1956, in clause 6, in the first proviso, for the words "not less than rupees five hundred" the words "rupees six hundred and above" shall be substituted.

[No. 522/17/63-Fac.]

S.O. 1254.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, in clause 6, in the first proviso for the words and figures "Rs. 500 or more", the words "rupees six hundred and above" shall be substituted.

[No. 522/17/63-Fac.]

S.O. 1255.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, in clause 6, in the first proviso for the words "rupees five hundred or more", the words "rupees six hundred and above" shall be substituted.

[No. 522/17/63-Fac.]

S.O. 1256.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Calcutta Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, in clause 6, in the first proviso for the words "not less than rupees five hundred", the words "rupees six hundred and above" shall be substituted.

[No. 522/17/63-Fac.]

K. D. HAJELA, Under Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 7th April 1966

S.O. 1257.—In exercise of the powers conferred by sub-section (1) section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 8-Income-tax, dated the 14th January, 1966 namely:—

In the said Schedule against Kakinada Range, Kakinada, under column 2, the following shall be substituted namely:—

- | | |
|-----------------|----------------------|
| Kakinada Range, | 1. Kakinada. |
| Kakinada. | 2. Ramachandrapuram. |
| | 3. Kakinada I. |
| | 4. Kakinada II. |

This notification shall take effect from 15th April, 1966.

EXPLANATORY NOTE

The amendment has become necessary on account of re-organisation of the above range in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 38 (F. No. 50/9/66-ITJ).]

P. G. GANDHI, Under Secy.

INCOME-TAX

New Delhi, the 12th April 1966

S.O. 1258.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its notification No. 20 (F. No. 55/1/62-I.T.), dated the 30th April, 1963 published as S.O. 1293 on pages 1454—1457 of the Gazette of India Part II Section 3 sub-section (ii), dated the 11th May, 1963 as amended from time to time:—

The existing entries under columns (1), (2) and (3) against S. No. 7A shall be substituted by the following entries:

Income-tax Commissioners	Headquarters	Jurisdiction
1	2	3
7A Delhi (Central)	New Delhi	1. Central Circles I to VII at Delhi. 2. Central Circles I & II at Jaipur. 3. Central Circle, Ambala. 4. Central Circle, Ludhiana. 5. Central Circles I to III at Amritsar. 6. Central Circle, Srinagar. 7. Central Circle, Lucknow. 8. Central Circles I to III at Meerut. 9. Central Circles III & IV, Kanpur.

[No. 39 (F. No. 55/396/65-IT.)]

G. M. KULKARNI, Under Secy.



MINISTRY OF INDUSTRY
(Indian Standards Institution)

New Delhi, the 11th April 1966

S.O. 1259.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s), for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, and the rules and regulations framed thereunder, shall come into force with effect from 1 April 1966.

THE SCHEDULE



Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.	<p style="text-align: center;">IS:434</p>  <p style="text-align: center;">ARMOUR</p>	Galvanized steel wires and tapes for armoured cables.	<p>(i) IS:434(Part I)-1964 Specification for rubber-insulated cables Part I with copper conductors (<i>revised</i>).</p> <p>(ii) IS:434 (Part II)-1964 Specification for rubber-insulated cables Part II with aluminium conductors (<i>revised</i>).</p>	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side and the word 'ARMOUR' being subscribed under the bottom side of the monogram as indicated in the design.
2.	<p style="text-align: center;">IS:692</p>  <p style="text-align: center;">ARMOUR</p>	Galvanized steel wires and tapes for armoured cables.	IS:692-1965 Specification for paper insulated lead-sheathed cables for electricity supply (<i>revised</i>).	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col. (2), the number designation of the Indian Standard being superscribed on the top side and the word 'ARMOUR' being subscribed under the bottom side of the monogram as indicated in the design.

[No. MD/1712]

S.O. 1260.—In partial modification of the Standard Mark, notified in the Schedule annexed to the then Ministry of Commerce and Industry (Indian Standards Institution) Notification No. S.O. 1864 dated 19 July 1960, published in the Gazette of India, Part II, Section 3 Sub-Section (ii), dated the 30 July 1960, the Indian Standards Institution hereby notifies that the Standard Mark for Milk powder (whole and skim), design of which together with the verbal description of the designs and the title of the relevant Indian Standard is given in the Schedule hereto annexed, have been revised.

This Standard Mark for the purpose of Indian Standards Institution (Certification Marks) Act, 1952, and the Rules and Regulations framed thereunder, shall come into force with effect from 1 April 1966.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Products/Class of Products	No. and Title of the Relevant Indian Standard	Verbal description of the design of the Standard Mark
1		Milk powder (whole and skim).	IS:1165-1957 Specification for milk (whole and skim).	The monogram of the Indian Standards Institution consisting of letters ISI, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being inscribed on the top side and the words 'WHOLE' and 'SKIM' being subscribed under the bottom side of the monogram as indicated in the designs.
				

[No. MD/17:2]

S.O. 1261.— In partial modification of the notifications published under S.O. 1856 dated 4 June 1962 and S.O. 2144 dated 3 July 1962 in the Gazettes of India, Part II, Section 3 Sub-section (ii) dated 16 June 1962 and 14 July 1962 respectively, this Institution hereby notifies that the Indian Standards mentioned in column (2) of the schedule given hereafter, would supersede the Indian Standards mentioned against them in column (3) also.

THE SCHEDULE

Sl. No.	No. and Title of the Superseding Indian Standard	No. and Title of the Superseded Indian Standard
(1)	(2)	(3)
1.	IS:1954-1961 Method for determination of dimensions of fabrics.	IS:241-1951 Method for determination of cotton fabric dimensions.
2.	IS:1963-1961 Method for determination of ends and picks per unit length in woven fabrics.	IS:240-1951 Method for determination of ends and picks in woven cotton fabrics.
3.	IS:1964-1961 Methods for determination of weight per square metre and weight per linear metre of fabrics.	IS:242-1951 Method for determination of weight per square yard (or square metre) and weight per linear yard (or linear metre) of cotton fabrics.
4.	IS:1966-1961 Methods for determination of bursting strength of woven and knitted fabrics.	IS:298-1951 Method for determination of bursting strength of woven and knitted cotton fabrics.
5.	IS:1969-1961 Method for determination of breaking load and elongation at break of woven fabric (by constant-rate-of-traverse machine).	IS:243-1951 Method for determination of breaking load (strength) and elongation of woven cotton fabrics (by constant-rate-of-traverse machine).

[No. MD/13 : 2]

New Delhi, the 12th April 1966

S.O. 1262.—In pursuance of sub-regulation (1) of regulations 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that eighty six licences particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Serial No.	Licence No. and Date	Period of Validity		Name and address of the Licensee	Article(s) covered by the Licence	Relevant Indian Standard(s)
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-7 27-12-1955	1-4-66	31-3-67	The Pioneer Magnesia Works Limited, 113/115, Mahatma Gandhi Road, Fort, Bombay.	Magnesium chloride grade 3	IS : 254-1962 Specification for magnesium chloride (<i>revised</i>).
2	CM/L-26 21-3-1957	1-4-66	31-3-67	M/s. Carew & Co. Ltd., Rosa, Distt. Shahjahanpur (U.P.).	Rectified spirit, grade 1	IS: 323-1959 Specification for rectified spirit (<i>revised</i>).
3	CM/L-71 13-3-1958	1-4-66	31-3-69	M/s. Trarancore Chemical and Manufacturing Co. Ltd., Manjummel, Post Box No. 19, Alwaye.	Copper sulphate, technical	IS : 261-1950 Specification for copper sulphate, technical.
4	CM/L-72 13-3-1958	1-4-66	31-3-67	The Hindustan Brown Boveri Ltd.; Industrial Area, New Township, Faridabad (Punjab).	Three-phase induction motors from 1 HP to 10 HP	IS:325-1961 Specification for three phase induction motors (<i>second revision</i>).
5	CM/L-162 5-2-1960	1-4-66	31-3-67	M/s. National Pipes & Tubes Co. Ltd., Shambagar (Eastern Rly), having their Regd. Office at NICCO House, Hare Street, Calcutta-1.	(a) Naval brass rods, bars and sections	(a) IS: 291-1961 Specification for naval brass rods and sections (suitable for machining and forging) (<i>revised</i>).
					(b) Free cutting brass rods and sections	(b) IS:319-1962 Specification for free cutting brass rods and sections (<i>revised</i>).
					(c) High tensile brass rods and sections	(c) IS : 320-1962 Specification for high tensile brass rods and sections (<i>revised</i>).
6	CM/L-163 5-2-1960	1-4-66	31-3-67	M/s. National Pipes & Tubes Co. Ltd., Shambagar (Eastern Rly), having their Regd. Office at NICCO House, Hare Street, Calcutta-1.	(a) Copper rods for boiler stay bolts and rivets	(a) IS:288-1960 Specification for copper rods for boiler stay bolts and rivets (<i>revised</i>).
					(b) Copper rods for electrical purposes.	(b) IS:613-1964 Specification for copper rods for electrical purposes (<i>revised</i>).

7	CM/L-170 11-3-1960	1-4-66	31-3-67	The Britannia Biscuit Co. Ltd., 15, Taratola Road, Calcutta- 27.	Biscuits (excluding wafer biscuits) of the following varieties: Glaxo, Bourbon, Bournvita, Dainty Cream, Nice, Digestive, Orange Cream, Circus, Petit Bourre, Marie, Cottage Cream, Ginger Nuts, Embassy Cream, Thin Arrowroot, Cream Crackers, Nimki, Golden Puff, Cheesolets, Brita, Zesta, Coconut Cookies, Chub Snax, Fruit Cream and Horlicks.	IS:1011-1957	Specification for biscuits (excluding wafer biscuits).
8	CM/L-171 11-3-1960	1-4-66	31-3-67	The Britannia Biscuits Co. Ltd., Reay Road, East, Mazagaon, Bombay-10.	Biscuits (excluding wafer biscuits) of the following varieties: Club Snacks, Nimki, Marie, Petit Beuree, Baby Arrowroot, Zesta, Ginger nut, Princess, Nice, Di- gestive, Bourn Vita, Glucose, Glaxo, Custard Cream Cottage Cream, Embassy Cream, Banana Finger Cream, Glaxo Cream, Fruit Cream, Orange Cream Rashbarry Cream, Bourbon, Brita, Binki, Zoological, Cream Crackers, Thin Arrowroot, Lemon Cream and Horlicks.	IS:1011-1957	Specification for biscuits (excluding wafer biscuits).
9	CM/L-172 11-3-1960	1-4-66	31-3-67	M/s. Parle Products Mfg. Co. Pvt. Ltd., North Level Cross- ing, Vile Parle, Bombay-24.	Biscuits (excluding wafer biscuits) of the following varieties: Gluco, Monaco, Bikkies, Korumba, Khara and PPC.	IS:1011-1957	Specification for biscuits (excluding wafer biscuits).
10	CM/L-173 11-3-1960	1-4-66	31-3-67	M/s. Lily Biscuit Co. Pvt. Ltd., 3, Rama Kanta Sen Lane, Ultadanga, Calcutta-4.	Biscuits (excluding wafer biscuits) of the following varieties: Carnival, Lucky, Banana Cream, Lova, Thin, Daisy, Rosy, Nonta, Lily, Zoological, Gem, Boston Cream, Charm, Custard Cream, Malto, Barley, Fruit Cream, Orange Cream, Nice, Choice, Marie, Cream Cracker and Chocolate Cream.	IS:1011-1957	Specification for biscuits (excluding wafer biscuits).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
11	CM/L-174 11-3-1960	1-4-66	31-3-67	The Sathe Biscuit & Chocolate Co. Ltd., 820, Bhawani Peth, Poona-2.	Biscuits (excluding wafer biscuits) of the following varieties : Francis, Orange, Orange Cream Gluca Lactine, Shrewsbury, Maltex, Saltex, Esbik, Picnic, Rashberry Cream and Pineapple Cream.	IS: 1011-1957 Specification for biscuits (excluding wafer biscuits).
12	CM/L-175 14-3-1960	1-4-66	31-3-67	M/s. Camlin Private Limited, 210, Lady Jamshedji Road, Mahim, Bombay-16.	(1) Ferro-gallo tannate fountain pen ink (0.1 percent iron content) (2) Ferro-gallo tannate fountain pen ink (0.2 percent iron content)	IS: 220-1959 Specification for ferro-gallo tannate fountain pen ink (0.1 percent iron content) IS: 1581-1960 Specification for ferro-gallo tannate fountain pen ink (0.2 percent iron content)
13	CM/L-176 14-3-1960	1-4-66	31-3-67	M/s. Camlin Private Limited, 210, Lady Jamshedji Road, Mahim, Bombay-16.	Dye-based fountain pen ink, blue, red, black and green.	IS: 1221-1957 Specification for dye based fountain pen inks (blue, green, violet, black and red).
14	CM/L-280 13-3-1960	16-3-66	15-3-67	M/s. Jayshree Plywoods, Prop: Jayshree Tea & Industries Ltd. India Exchange, Calcutta-1.	Tea-chest plywood panels.	IS: 10-1953 Specification for plywood tea-chests (<i>revised</i>).
15	CM/L-384 14-2-1962	1-3-66	28-2-67	M/s. Khalsa Foundry & Workshop Co-op Ind. Society Ltd., Kapurthala Road, Sultanpur Lodhi (Kapurthala).	Fractional horse power single-phase and three-phase motors.	IS: 996-1959 Specification for small ac and universal electric motors with class 'A' insulation
16	CM/L-387 5-3-1962	16-3-66	15-3-67	M/s. Boots Pure Drug Co. (India) Private Ltd., Sion, Bombay-22 having their registered office at 17 Nicol Road, Bombay-1.	Copper oxychloride dusting powders.	IS: 1506-1959 Specification for copper oxychloride dusting powders.
17	CM/L-388 5-3-1962	16-3-66	15-3-67	M/s. Prabhat Udyog Ltd., Prabhat Udhog Nagar, Ghodbunder Road, Jogeshwari, Bombay-60 having their office at Noble Chambers, Parsi Bazar Street, Fort, Bombay-1.	Oil pressure stoves.	IS: 1342-1064 Specification for oil pressure stoves (<i>revised</i>).
18	CM/L-389 5-3-1962	16-3-66	15-3-67	The National Insulated Cable Co. of India Ltd., Shamnagar (24 Parganas, West Bengal) having their Registered office at Nicco House, Hare Street, Calcutta-1.	PVC cables only (250/440 volts and 650/1100 volts grade).	(i) IS: 694 (Part-I)—1964 Specification for PVC insulated cables (for voltages up to 1100 V) with copper conductors (<i>revised</i>).

Calcutta-1.

19	CM/L-391 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project P.O. Durgapur-3, Distt. Burdwan having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Structural steel (standard quality).	(ii) IS: 694 (Part-II)-1964 Specification for PVC insulated cables (for voltages up to 1 100 V) with aluminium conductors (<i>revised</i>). IS: 226-1960 Specification for structural steel (standard quality) (<i>third revision</i>).
20	CM/L-392 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project, P. O. Durgapur-3, Distt. Burdwan having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	Mild steel and medium tensile steel bars for concrete reinforcement.	IS: 432-1960 Specification for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement (<i>revised</i>).
21	CM/L-393 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project, P. O. Durgapur-3, Distt. Burdwan having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	Structural steel (high tensile)	IS: 961-1962 Specification for structural steel (high tensile) (<i>revised</i>).
22	CM/L-394 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project, P. O. Durgapur-3, Distt. Burdwan having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	Rivet bars for structural purposes.	IS: 1148-1964 Specification for rivet bars for structural purposes (<i>revised</i>).
23	CM/L-395 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	High tensile rivet bars for structural purposes.	IS: 1149-1964 Specification for high tensile rivet bars for structural purposes (<i>revised</i>).
24	CM/L-396 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited Bhilai Steel Works, P. O. Bhilai-1, Distt. Durg having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Structural steel (standard quality)	IS: 226-1962 Specification for structural steel (standard quality) (<i>third revision</i>).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
25	CM/L-397 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Bhilai Steel Works, P. O. Bhilai-1, Distt. Durg having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	Mild steel and medium tensile steel bars for concrete reinforcement.	IS: 432-1960 Specification for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement (revised).
26	CM/L-398 20-3-1962	1-4-67	31-3-67	M/s. Hindustan Steel Limited, Bhilai Steel Works, P. O. Bhilai-1, Distt. Durg having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	Structural steel (high tensile).	IS: 961-1967 Specification for structural steel (high tensile) (revised).
27	CM/L-399 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Bhilai Steel Works, P. O. Bhilai-1, Distt. Durg having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	Rivet bars for structural purposes.	IS: 1148-1964 Specification for rivet bars for structural purposes (revised).
28	CM/L-400 20-3-1962	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Bhilai Steel Works, P. O. Bhilai-1, Distt. Durg having their Regd. Office at Bihar Sectt. Building, P. O. Hinoo, Ranchi.	High tensile rivet bars for structural purposes.	IS: 1149-1964 Specification for high tensile rivet bars for structural purposes (revised).
29	CM/L-459 29-3-1962	1-3-66	28-2-67	M/s. Jyoti Wire Industries, 112, Sonawala Property Estate Goregaon East, Bombay-62 having their office at 164, Kika Street, Bombay-4.	Bare Annealed high conductivity copper wire, plain and tinned.	IS: 2982-1965 Specification for copper conductors in insulated cables and cords.
30	CM/L-475 27-11-662	1-4-66	31-3-67	M/s. V. Gopalakrishnan Chetiar & Co., Proprietors: M/s. Madura Metal Products, 32, 32-A, Bridge Station Road, Sellur, Tallakulam, P. O. Madurai-2.	Wrought aluminium circles, grades S1B & S1C.	IS: 21-1959 Specification for wrought aluminium and aluminium alloy for utensils (second revision).
31	CM/L-497 1-2-1963	15-2-66	15-2-67	M/s. Devidayal Tube Industries, Devidayal Nagar, Bhandup, Bombay-78.	Free cutting brass rods and bars	IS: 319-1962 Specification for free cutting brass rods and bars (revised).

32	CM/L-507 21-2-1963	16-3-66	15-3-67	M/s. Geo Industries & Insecticides (India) Pvt. Ltd., Field No. 82/3(a) Sathankadu, Kalladpet, Madras-29.	DDT dusting powders.	IS: 564-1961 Specification for DDT dusting powders.
33	CM/L-508 25-2-1963	16-3-66	15-3-67	M/s. Tata Fison Industries Ltd., Palluruthy, Cochin-5 having their Head Office at Union Bank Building, Dalal Street, Fort, Bombay-1.	Endrin emulsifiable concentrates.	IS: 1316-1958 Specification for Endrin emulsifiable concentrate.
34	CM/L-509 25-2-1963	16-3-66	15-3-67	M/s. Henley Cables India Ltd., Hadapsar Industrial Estate, Sholapur Road, Poona-1 having their Registered Office at Henley House, Ballard Estate, Bombay-1.	<p><i>Type Voltage-Grade-Conductor</i></p> <p>(a) PVC Insulated Cables:</p> <p>(i) Single core 250/440 (unsheathed) & 650/1100 V</p> <p>(ii) Single core 250/440 & (PVC sheathed) 650/1100 V</p> <p>(iii) Circular twin, three and four core PVC sheathed</p> <p>(iv) Flat twin 250/440 V with or without ECC (PVC sheathed)</p> <p>(b) PVC Flexible Cords</p> <p>(c) Circular twin 250/440 three and four Volts core (PVC sheathed)</p> <p>(d) Twin twisted (unsheathed) 250/440 Volts</p>	<p>Copper or Aluminium</p> <p>(i) IS: 694 (Part I)—1964 Specification for PVC insulated cables (for voltages up to 1100 V) with copper conductors (revised).</p> <p>Copper only</p> <p>(ii) IS: 694 (Part II)—1964 Specification for PVC insulated cables (for voltages up to 1100 V) with aluminium conductors (revised)</p>
35	CM/L-512 28-2-1963	16-3-66	15-3-67	M/s. Yawalkar Insecticides & Chemicals, Factory Shed No. 20, Industrial Estate, Kamptee Road, Nagpur-4, having their office at Bhagwagar Layout, Dharampeth, Nagpur-1.	DDT dusting powders	IS: 564-1961 Specification for DDT dusting powders.
36	CM/L-514 7-3-1963	16-3-66	15-3-67	The Indian Tool Manufacturers Ltd., 101, Sion Road, Bombay-22.	Parallel shank (short series) and taper shank twist drills.	IS: 599-1960 Specification for twist drills (revised).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
37	CM/L-515 15-3-1963	1-4-66	21-3-67	M/s. A. M. Rehmani, 1353/Kalapur, Pauchapatty, Ahmedabad-I.	Dye based fountain pen inks, blue green, red, and black.	IS: 1221-1957 Specification for dye based fountain pen inks (Blue, green, violet, black and red).
38	CM/L-516 21-3-1963	1-4-66	31-3-67	M/s. Henley Cable India Ltd., Hadapsar Industrial Estate, Sholapur Road, Poona-I having their Regd. Office at Henley House, Ballard Estate, Bombay-I.	<p>Type Voltage Grade Conductor</p> <p>(a) VIR Cables for Fixed Wiring:</p> <p>(i) Tough rubber sheathed 250/440 & 650/1100 V } Copper or aluminium</p> <p>(ii) Braided and compounded 250/440 & 650/1100 V }</p> <p>(iii) Weatherproof of 250/440 V }</p> <p>(iv) Weatherproof 650/1100 V Aluminium only.</p> <p>(v) Flame retarding 250/440 & 650/1100 V Aluminium only.</p> <p>(b) VIR Flexible Cables:</p> <p>(vi) TRS welding cables only Copper only</p> <p>(c) VIR Flexible Cord:</p> <p>(vii) Twin-twisted (domestic type) } 250/440V Copper only</p> <p>(viii) Tough-rubber sheathed }</p> <p>(ix) Braided and compounded (workshop type) }</p>	<p>(i) IS: 434 (Part I)—1964 Specification for rubber insulated cables with copper conductors (revised).</p> <p>IS-434 (Part II)—1964 Specification for rubber insulated cables with aluminium conductors (revised).</p>
39	CM/L-523 27-3-1963	1-4-66	31-3-67	M/s. Kamrup Industries Private Ltd., 9, Old Court House Street, Calcutta-I (Factory at 96, Mehendra Banerji Road, Behala, Calcutta-34).	Tea-chest plywood panel-	IS: 10-1953 Specification for plywood tea-chests (revised).

40	CM/L-625 30-1-1964	11-3-66	[28-2-69	The Tata Iron and Steel Co. Ltd., Jamshedpur.	Structural steel (fusion welding quality)	IS: 2062-1962 Specification for structural steel (fusion welding quality)
41	CM/L-629 18-2-1964	16-3-66	15-3-67	M/s. Usha Martin Black (Wire Ropes) Ltd., Tatisilwai Ranchi having their Regd. Office at 14, Prince Street, Calcutta-13.	(i) Steel wire ropes for winding purposes in mines. (ii) Steel wire ropes for haulage purposes in mines.	IS: 1855-1961 Specification for steel wire ropes for winding purposes in mines. IS: 1856-1961 Specification for steel wire ropes for haulage purposes in mines.
42	CM/L-630 21-2-1964	16-3-66	15-3-67	M/s Skytone Electricals (India), 43, Industrial Area, Faridabad having their head office at 2655, Sadar Thana Road, Delhi-6	Light-duty cables for motor vehicles	IS: 2465-1963 Specification for light-duty cables for motor vehicles.
43	CM/L-631 21-2-1964	11-4-66	31-3-67	M/s. Bayer (India) Ltd., Off Cadell Road, Bombay-28 having their Registered Office at Nagin Mahal, 6th Floor, Veer Nariman Road, Fort, Bombay-1.	Formulations based on stabilized methoxy ethyl mercury chloride concentrate.	IS: 2358-1963 Specification for formulations based on stabilized methoxy ethyl mercury chloride concentrate.
44	CM/L-632 21-2-1964	11-4-66	31-3-67	M/s. Bayer (India) Ltd., Off Cadell Road, Bombay-28 having their Registered Office at Nagin Mahal, 6th Floor, Veer Nariman Road, Fort, Bombay-1.	Formulations based on phenyl mercury acetate	IS: 2357-1963 Specification for formulations based on phenyl mercury acetate.
45	CM/L-633 26-2-1964	16-3-66	15-3-68	The Indian Iron & Steel Co. Ltd., Burnpur Works, P.O. Burnpur, Distt. Burdwan, (West Bengal) having their Registered Office at 12, Mission Row, Calcutta-1.	Galvanized steel sheets (plain and corrugated)	IS: 277-1962 Specification for galvanised steel sheets (plain and corrugated) (revised)
46	CM/L-634 26-2-1964	16-3-66	15-3-68	The Indian Iron & Steel Co. Ltd., Burnpur Works, P.O. Burnpur, Distt. Burdwan, (West Bengal) having their Registered Office at 12, Mission Row, Calcutta-1.	Hot rolled carbon steel sheets and strip	IS: 1079-1963 Specification for hot rolled carbon steel sheets and strip (revised)
47	CM/L-635 26-2-1964	16-3-66	15-3-68	The Indian Iron & Steel Co. Ltd., Burnpur Works, P.O. Burnpur Distt., Burdwan, (West Bengal) having their Registered Office at 12, Mission Row, Calcutta-1.	Structural steel (ordinary quality)	IS: 1977-1962 Specification for structural steel (ordinary quality)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
48.	CM/L-636 26-2-1964	16-3-66	15-3-68	The Indian Iron & Steel Co. Ltd., Burnpur Works, P.O. Burnpur, Distt. Burdwan, (West Bengal) having their Registered Office at 12, Mission Row, Calcutta-1.	Structural steel (fusion welding quality)	IS: 2062-1962 Specification for structural steel (fusion welding quality).
49.	CM/L-637 26-2-1964	16-3-66	15-3-67	The Mysore Iron & Steel Ltd. Bhadravati, Mysore State.	Structural steel (standard quality).	IS: 226-1962 Specification for structural steel (standard quality) (third revision).
50.	CM/L-638 26-2-1964	16-3-66	15-3-67	The Mysore Iron & Steel Ltd. Bhadravati, Mysore State.	Structural steel (ordinary quality).	IS: 1977-1953 Specification for structural steel, (ordinary quality).
51.	CM/L-639 27-2-1964	1-4-66	31-3-67	M/s. Power Cables Private Ltd., Vithalwadi, Kalyan (Maharashtra State).	PVC insulated (heavy duty) unarmoured cables for working voltages up to and including 1,100 volts (with aluminium conductors only).	IS: 1554 (Part I)-1961 Specification for PVC insulated (heavy duty) electric cables Part I for working voltages up to and including 1,100 volts.
52.	CM/L-640 27-2-64	1-4-66	31-3-67	M/s. Bharat Pulverising Mills Pvt. Ltd., Hexamer House, 29, Sayani Road, Bombay-28.	Copper oxychloride water dispersible powder concentrates	IS: 1507-1959 Specification for copper oxychloride water dispersible powder concentrates.
53.	CM/L-641 27-2-1964	1-4-66	31-3-67	M/s. Arim Metal Industries Private Ltd., 23, Convent Road, Calcutta-14.	Nickel anodes for electroplating	IS: 1958-1961 Specification for nickel anodes for electroplating.
54.	CM/L-642 4-3-1964	1-4-66	31-3-67	M/s. National Laminators, Agarpara, P.O. Kamarhatti, 24-Parganas, West Bengal having their Office at National Tobacco Building, 1-2, Old Court House Corner, Calcutta-1.	Bitumen felts for waterproofing and damp-proofing, type 3, Grades 1 and 2, Brand Name 'TARMAT'.	IS: 1322-1965 Specification for bitumen felts for waterproofing and damp-proofing (revised).
55.	CM/L-790 30-9-1964	1-4-66	31-3-67	M/s. Mehta Chemicals, 58, Mount Road, Guindy, Madras-15 (Office at 97, Nainiappa Naick Street, (Upstairs), Madras-3)	Sulphuric acid pure and analytical reagent grades.	IS: 266-1961 Specification for sulphuric acid.
56.	CM/L-992 25-1-1965	1-2-66	31-1-67	M/s. Yawalkar Insecticides & Chemicals, 20, Industrial Estate, Kamptee Road, Nagpur-4 having their office at Khare Town, Dharampeth, Nagpur-1.	Formulations based on phenyl mercury acetate.	IS: 2357-1963 Specification for formulations based on phenyl mercury acetate.

57.	CM/L-1001 29-1-1965	1-3-66	28-2-67	M/s. Nielcon Private Ltd., 37-F, Parel Road Cross Lane, Chinchpokli, Bombay.	Fractional horse power three-phase squirrel cage induction motors.	IS: 996-1959 Specification for small AC and universal electric motors with class 'A' insulation.
58.	CM/L-1013 22-2-1965	1-3-66	28-2-67	M/s. Arail Brothers, 14/4 Mathura Road, Faridabad having their Office at Chawri Bazar, Delhi-6.	Cast Iron flushing cisterns (bell type) high level, 10 litres, 12.5 litres and 15 litres capacity, Brand name "SANIFIX".	IS: 774-1964 Specification for flushing cisterns for water closets and urinals (valveless siphonic type) (second revision).
59.	CM/L-1015 26-2-1965	16-3-66	15-3-67	M/s. Capstan Meters (India) Ltd., Tonk Road, (Near Durgapur), Jaipur having their Office at 52 Janpath, New Delhi.	Water meters (domestic type) (a) Dry-dial type-15 mm, 20 mm, 25 mm, and 40 mm sizes (b) Wet-dial type-15 mm size.	IS: 779-1965 Specification for water meters (domestic type) (second revision).
60.	CM/L-1016 26-2-1965	16-3-66	15-3-67	M/s. National Electro Mechanical Co., Dhebarbhai Road, Rajkot-2.	Three-phase induction motors up to 3HP.	IS: 325-1961 Specification for three-phase induction motors (second revision).
61.	CM/L-1017 26-2-1965	16-3-66	15-3-67	M/s. Ankar Industries, Jessore Road, P.O. Madhyamgram.	Dieldrin emulsifiable concentrates.	IS: 1054-1962 Specification for dieldrin emulsifiable concentrates (revised).
62.	CM/L-1019 26-2-1965	16-3-66	15-3-67	M/s. All India Medical Corporation, Simpoli Road, Borivli West, Bombay-66, having their Office at 185, Princess Street, Bombay-2.	BHC emulsifiable concentrates Brand name 'Submar'.	IS: 632-1958 Specification for BHC emulsifiable concentrates.
63.	CM/L-1020 4-3-1965	1-4-66	31-3-67	M/s. Indodan Milk Products Ltd., Budhana Road, Muzaffarnagar (UP) having their Registered Office at 5, Pollock Street, Calcutta-1.	Condensed milk, full cream, sweetened.	IS: 1166-1957 Specification for condensed milk.
64.	CM/L-1021 9-3-1965	1-4-66	31-3-67	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, Distt. Durg (M.P.) having their Registered Office at P.O. Hinoo, Ranchi.	Carbon steel bars, billets, blooms and slabs for forgings.	IS: 1875-1961 Specification for carbon steel bars, billets, blooms and slabs for forgings.
65.	CM/L 1022 9-3-1965	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan, having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Carbon steel bars, billets, blooms and slabs for forgings.	IS: 1875-1961 Specification for carbon steel bars, billets, blooms and slabs for forgings.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
66.	CM/L-1023 9-3-1965	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan, having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Carbon steel billets for re-rolling into structural steel (standard quality).	IS: 2830-1964 Specification for carbon steel billets for re-rolling into structural steel (standard quality).
67.	CM/L-1024 9-3-1965	1-4-66	31-3-67	M/s. Hindustan Steel Limited, Durgapur Steel Project, P.O. Durgapur-3, Distt. Burdwan, having their Regd. Office at Bihar Sectt. Building, P.O. Hinoo, Ranchi.	Carbon steel billets for re-rolling into structural steel (ordinary quality).	IS: 2831-1964 Specification for carbon steel billets for re-rolling into structural steel (ordinary quality).
68.	CM/L-1025 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement.	IS: 432-1960 Specification for mild steel and medium tensile steel bars and harddrawn steel wire for concrete reinforcement (<i>revised</i>).
69.	CM/L-1026 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Cold rolled carbon steel sheets.	IS: 513-1963 Specification for cold rolled carbon steel sheets (<i>revised</i>).
70.	CM/L-1027 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Structural steel (high tensile).	IS: 961-1962 Specification for structural steel (high tensile) (<i>revised</i>).
71.	CM/L-1028 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Hot rolled carbon steel sheet and strip	IS : 1079-1963 Specification for hot rolled carbon seteel sheet and strip (<i>revised</i>).
72.	CM/L-1029 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Rivet bars for structural purposes.	IS : 1140-1964 Specification for rivet bars for structural purposes (<i>revised</i>).
73.	CM/L-1030 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	High tensile rivet bars for structural purposes.	IS : 1149-1964 Specification for high tensile rivet bars for structural purposes (<i>revised</i>).
74.	CM/L-1031 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Carbon steel bars, billets, blooms and slabs for forgings.	IS : 1875-1961 Specification for carbon steel bars, billets, blooms and slabs for forgings.
75.	CM/L-1032 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Carbon steel billets for re-rolling into structural steel (standard quality).	IS : 2830-1964 Specification for carbon steel billets for re-rolling into structural steel (standard quality).

76.	CM/L-1033 10-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Carbon steel billets for re-rolling into structural steel (ordinary quality).	IS : 2831-1964	Specification for carbon steel billets for re-rolling into structural steel (ordinary quality).
77.	CM/L-1034 12-3-1965	1-4-66	31-3-67	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, District Durg (M. P.) having their Registered Office at P. O. Hinoo, Ranchi.	Carbon steel billets for re-rolling into structural steel (standard quality).	IS : 2830-1964	Specification for carbon steel billets for re-rolling into structural steel (standard quality).
78.	CM/L-1035 12-3-1965	1-4-66	31-3-67	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, District Durg (M. P.) having their Registered Office at P. O. Hinoo, Ranchi.	Carbon steel billets for re-rolling into structural steel (ordinary quality).	IS : 2831-1964	Specification for carbon steel billets for re-rolling into structural steel (ordinary quality).
79.	CM/L-1038 22-3-1965	1-4-66	31-3-67	M/s. Bharat Pulverising Mills, Private Ltd., Hexamer House, 28, Sayani Road, Bombay-28.	DDT emulsifiable concentrates	IS : 633-1956	Specification for DDT emulsifiable concentrates.
80.	CM/L-1039 23-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Hot rolled steel strips (balling)	IS : 1029-1956	Specification for hot rolled steel strip (balling).
81.	CM/L-1040 23-3-1965	1-4-66	31-3-69	The Tata Iron & Steel Co. Ltd., Jamshedpur.	Carbon steel bars for production of machine parts for general engineering purposes.	IS : 2073-1960	Specification for carbon steel bars for production of machines parts for general Engineering purposes.
82.	CM/L-1041 25-3-1965	1-4-66	31-3-68	The Indian Iron and Steel Co. Ltd., Burnpur Works, P.O. Burnpur, District Burdwan, (West Bengal) having their Registered Office at 12, Mission Row, Calcutta-1	Carbon steel bars, billets blooms and slabs for forgings.	IS : 1875-1961	Specification for carbon steel bars, billets, blooms and slabs for forgings.
83.	CM/L-1042 25-3-1965	1-4-66	31-3-68	The Indian Iron and Steel Co. Ltd., Burnpur Works, P. O. Burnpur, District Burdwan (West Bengal) Having their Registered office at 12, Mission Row, Calcutta-1.	Carbon steel billets for re-rolling into structural steel (standard quality).	IS : 2830-1964	Specification for carbon steel billets for re-rolling into structural steel (standard quality).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
84.	CM/L-1043 25-2-1965	1-4-66	31-3-68	The Indian Iron & Steel Co. Ltd. Burnpur Works, P. O. Burnpur, District Burdwan, (West Bengal) having their Registered Office at 12 Mission Row, Calcutta-1.	Carbon steel billets for re-rolling into structural steel (ordinary quality)	IS : 2831-1964 Specification for carbon steel billets for re-rolling into structural steel (ordinary quality).
85.	CM/L-1045 26-3-1965	1-4-66	31-3-67	M/s. Lucky Acid & Chemical Works, 32/2, Murari Pukur Road, Calcutta-4.	Hydrochloric acid technical, pure and analytical reagent grades.	IS : 265-1962 Specification for hydrochloric acid (revised)

[No.MD/33:16/A]

S.O. 1263 In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that eighteen licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licensees to use the Standard Mark.

THE SCHEDULE

Serial No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Articles/Process covered by the Licence	Relevant Indian Standard
		From	To			
1	2	3	4	5	6	7
1	CM/L-1218 2-3-1966	16-3-66	15-3-67	M/s. United Wire Ropes Ltd Marutikumar Road, Panchpakhad, Thana having their office at 43 Tanasind Lane, Fort, Bombay-1.	Steel wire ropes for haulage purposes in mines.	IS : 1856-1961 Specification for steel wire ropes for haulage purposes in mines.
2	CM/L-1219 3-3-1966	1-4-66	31-3-67	M/s. Modi Arc Electrodes Co., Modinagar, Distt. Meerut (U.P.)	Covered electrodes for metal arc welding of mild steel, normal penetration type only— 'STEELON ULTRA', 'STEELON STANDARD', 'STELON STABLE' and 'RAPIDO' brands	IS : 814-1963 Specification for covered electrodes for metal arc welding on mild steel (revised).
3	CM/L-1220 3-3-1966	16-3-66	15-3-67	M/s. J. K. Steel Ltd., Rishra, District Hooghly (West Bengal) having their office at 18 Rabindra Sarani, Calcutta-1.	(i) Steel wire ropes for haulage purposes in mines (ii) Steel wire ropes for winding purposes in mines—'J.' K. brand.	IS : 1856-1961 Specification for steel wire ropes for haulage purposes in mines. IS : 1855-1961 Specification for steel wire ropes for winding purposes in mines.
4	CM/L-1221 8-3-1966	16-3-66	15-3-67	M/s. Jayshree Plywoods, Nanda Bose Road, Khardah (24 Parganas) having their office at India Exchange, Calcutta-1.	Blockboards—'Starply' brand.	IS : 1659-1960 Specification for blockboards.
5	CM/L-1222 8-3-1966	16-3-66	15-3-67	M/s. Jayshree Plywoods, Nanda Bose Road, Khardah (24 Parganas) having their office at India Exchange, Calcutta-1.	Wooden flush door shutters (solid core type)— 'STARPLY' brand.	IS : 2202-1962 Specification for wooden flush door shutters (solid core)

1	2	3	4	5	6	7
6	CM/L-1223 9-3-1966	16-3-66	15-3-67	M/s. Calcutta Plywood Mfg. Co., P. O. Ledo, District Lakhimpur (Assam) having their office at P46A, C. I. T. Scheme XLV, Radhabazar Lane, Calcutta-1.	Tea-chest plywood panels—'COOCH-BEHAR' brand.	IS : 10-1964 Specification for plywood tea-chest (<i>second revision</i>).
7	CM/L-1224 9-3-1966	1-4-66	31-3-67	M/s. J.B. Advani-Oerlikon Electrodes Pvt. Ltd., Agra Road, Bhandup Bombay having their office at Advani Chambers, Sir Pherozechah Mehta Road, Bombay.	Covered electrodes for metal arc welding of mild steel, normal penetration type of the following varieties—'OVERCORD', 'OVERCORD-S' and 'OVERCORD-SS' brands.	IS : 814-1963 Specification for covered electrodes for metal arc welding of mild steel (<i>revised</i>).
8	CM/L-1225 11-3-1966	16-3-66	15-3-67	M/s. J. J. H. Industries Pvt. Ltd., 9 Transport Depot Road, (Hide Road Extension, Calcutta-27.	Hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes—'JJH' brand.	IS : 398-1961 Specification for hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes (<i>revised</i>).
9	CM/L-1226 11-3-1966	16-3-66	15-3-67	M/s. Bindawala Industrial Corpn., Rishra, Hooghly having their office at 6 Hanspukur 1st Lane, Calcutta-7.	Hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes—'BIC' brand.	IS : 398-1961 Specification for hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes (<i>revised</i>).
10	CM/L-1227 11-3-66	16-3-66	15-3-67	M/s. Nahan Foundry Ltd., Nahan District Sirmur, (Himachal Pradesh).	Three-phase induction motors (upto 15 hp only).	IS : 325-1961 Specification for three-phase induction motors (<i>second revision</i>).
11	CM/L-1228 17-3-1966	1-4-66	31-3-67	M/s. Prakash Pulversing Mills, Industrial Area, Alwar.	Aldrin dusting powders—'HALMARK' brand.	IS : 1308-1958 Specification for aldrin dusting powders.
12	CM/L-1229 23-3-1966	16-4-66	15-4-67	M/s. Dhanpat Mal Jawala Das Feed Mills, 33 Najafgarh Industrial Area, New Delhi-15 (Factory under the style of Nandi Provender Mills).	Poultry feeds, growing—'Nandi' brand	IS : 1374-1964 Specification for poultry feeds.

13	CM/L-1230 23-3-1966	1-4-66	31-3-67	The Indian Iron & Steel Co. Ltd., Burnpur Works, P.O. Burnpur (West Bengal) having their office at 12 Mission Row, Calcutta-1.	River bars for structural purposes.	IS : 1118-1964 Specification for rivet bars for structural purposes (<i>revised</i>).
14	CM/L-1231 25-3-1966	1-4-66	31-3-67	M/s. Special Steels Ltd., Dattapara Road, Borivli, Bombay-66.	Galvanized armour wires for electric cables.	(i) IS : 434 (Part I) 1964 Specification for rubber insulated cables with cop- per conductors (<i>revised</i>); (ii) IS : 434 (Part II) 1964 Specification for rubber insulated cables for alu- minium conductors (<i>re- vised</i>); (iii) IS : 692-1965 Speci- fication for paper insulated lead-sheathed cables for electricity supply (<i>re- vised</i>); (iv) IS : 1554 (Part I) 1964 Specification for PVC insulated (heavy duty) electric cables for working voltages upto and including 1100 volts (<i>revised</i>).
15	CM/L-1232 28-3-1966	16-4-66	15-4-67	The Titaghur Jute Factory Co. Ltd., Mill No. 1, Titaghur, 24 Parganas, having their office at 3 Clive Row, Calcutta-1.	Jute hessian.	IS : 2818-1964 Specification for Indian hessian.
16	CM/L-1233 28-3-1966	16-4-66	15-4-67	The Titaghur Jute Factory Co. Ltd., Mill No. 1, Tita- ghur, 24 Parganas, having their office at 3 Clive Row, Calcutta-1.	Jute sackings.	(i) IS : 1943-1964 Specifica- tion for A-twill jute bags (<i>revised</i>). (ii) IS : 2874-1964 Specifi- cation for heavy cee jute bags. (iii) IS : 2875-1964 Specifica- tion for jute corn sacks. (iv) IS : 2566-1965 Specifica- tion for B-twill jute bags (<i>revised</i>).
17	CM/L-1234 29-3-1966	1-4-66	31-3-67	M/s. Mehsana District Co- operative Milk Producers Union Ltd., Dudhsagar Dairy, State Highway Mehsana (North Gujarat).	Milk powder (whole) 'Amul' brand.	IS : 1165-1957 Specification for milk powder (whole and skim).

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18	CM/L-1235 30-3-1966	16-4-65	15-4-67	The Chemi Mineral Mills, Chakravarti Ashoka Road, Ashoka Nagar, Kandivli, (East), Bombay-67 having their office at 7-A, Dean Lane, Fort, Bombay-1, ER.	Endrin emulsifiable concentrates	IS : 1310-1958 " Specification for endrin emulsifiable con- centrates.

[No. MD/33:16]

D. V. KARMARKAR,
Deputy Director General (Marks).